

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**JERRY LEON DEES, JR.,**

**Plaintiff,**

**v.**

**HYUNDAI MOTOR MANUFACTURING  
ALABAMA, LLC, and HYUNDAI  
MOTOR AMERICA, INC.,**

**Defendants.**

**CIVIL ACTION NO.:  
2:07-cv-00306-MHT-CSC**

**DEFENDANTS' RESPONSES TO PLAINTIFF'S  
OBJECTIONS TO DEFENDANTS' EXHIBIT LIST**

Defendants Hyundai Motor Manufacturing Alabama, LLC ("HMMA") and Hyundai Motor America, Inc. ("HMA") (collectively "Defendants"), file the following responses to Plaintiff's Objections to Defendants' Exhibit List. (Doc. 153). In support, Defendants state:

**A. Procedural History**

1. In accordance with the Uniform Scheduling Order, Defendants filed their Exhibit List on March 5, 2008. That pleading is located at Document No. 124. Plaintiff filed Objections to Defendants' Exhibit List on March 31, 2008. See Doc. 153.

2. The Court ordered the parties to meet and confer regarding a number of pretrial pleadings and to file a Joint Status Report setting forth the parties' respective positions regarding each pleading. Objections to exhibits were specifically discussed in connection with this meeting, and the parties' respective positions regarding Plaintiff's objections and Defendants' responses thereto are set forth in the Joint Report Regarding Conference on Selected Motions and Objections. See Doc. 174, pp. 30-32.

3. Section 11 of the Uniform Scheduling Order requires an offering party to provide a written response to the objections no later than seven days prior to trial and to include a pre-marked copy of the evidence at issue. See Doc. 19, Sec. 11.

4. Defendants believe that their written position as stated in the earlier-filed Joint Report (Doc. 174) complies with the Court's Scheduling Order directive. To the extent appropriate and pursuant to Federal Rule of Civil Procedure 10(c), Defendants hereby adopt and incorporate those positions herein.

5. Out of an abundance of caution, Defendants restate, in summary form, their objection responses in the paragraphs that follow. Defendants have also submitted pre-marked exhibits for the Court's review in connection with this filing.

**B. Defendants' Responses to Plaintiff's Objections to Exhibits**

6. Defendants' **Exhibit 25** is a videotape of "the pit" in production. This exhibit has been served on opposing counsel as a DVD and shall be separately tendered to the Court in the same DVD format. Defendants state that it is anticipated this exhibit may be offered to rebut any inference created by Plaintiff's anticipated testimony regarding the working conditions in "the pit." Defendants are unaware of any express obligation to disclose rebuttal evidence and have done so at this stage in the proceeding out of an abundance of caution. Plaintiff has not articulated any compelling reason for the exclusion of such evidence, and given its nature, such an objection should be overruled.

7. Defendants have listed **Exhibits 26 – 31** as documents which reference Defendants' corporate efforts to recognize military service. Defendants are unaware of any discovery effort which Plaintiff directed to this subject matter. Defendants anticipate that Plaintiff will attempt to introduce testimony which suggests an alleged animus that HMMA

harbors against military members and the designated exhibits are offered to rebut such an inference. Again, Defendants are unaware of any express obligation to disclose rebuttal evidence and have done so at this stage in the proceeding out of an abundance of caution. Plaintiff has not articulated any compelling reason for the exclusion of such evidence and, given its nature, such an objection should be overruled. Defendants' **Exhibit 26** is in DVD format and shall be separately submitted to the Court. Defendants' **Exhibits 27 – 31** are attached hereto as **Exhibit A**.

8. Plaintiff's objection to Defendants' **Exhibit 60** is improper because this exhibit (Department of Defense Employer Support Freedom Award nomination) clearly rebuts any information of military animus suggested by Plaintiff and should be considered by the jury in this case. Defendants' **Exhibit 60** is attached hereto as **Exhibit B**.

9. Plaintiff's objections to Defendants' **Exhibits 82 and 84** is improper in that there are proposed summary exhibits and the source documents on which the summaries are based will be available to Plaintiff. Therefore, such an objection is due to be overruled pursuant to Rule 1006.

10. Plaintiff's objection to Defendants' **Exhibit 83** (Plaintiff's bankruptcy records) is improper. To the extent the Court allows Plaintiff to testify regarding his alleged emotional distress (which Defendants vigorously oppose), Plaintiff's previous bankruptcy has relevance to the alleged "severe" emotional distress he suffered as a result of his termination from HMMA employment. Defendants' **Exhibit 83** is attached hereto as **Exhibit C**.

11. Plaintiff's objection to Defendants' **Exhibit 85** (Document Hold Order) is improper. Plaintiff has accused Defendants of deliberately destroying documents in this case. Due process requires that Defendants be provided full and fair opportunity to respond to such

allegations. This Document Hold Order demonstrates that Defendants took careful steps to preserve documents and Defendants should not be prohibited from introducing such evidence if called to do so. Defendants' **Exhibit 85** is attached hereto as **Exhibit D**.

Respectfully submitted this the 20<sup>th</sup> day of May, 2008.

/s/ J. Trent Scofield  
Timothy A. Palmer (PAL-009)  
J. Trent Scofield (SCO-024)  
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**Pro Hac Vice Granted 05/15/07**

Attorneys for Defendants Hyundai Motor  
Manufacturing Alabama, LLC and  
Hyundai Motor America, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 20th day of May, 2008, I electronically filed the foregoing *Defendants' Responses to Plaintiff's Objections to Defendant's Exhibit List* with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: W. Perry Hall, Vincent F. Kilborn, III, David Allen McDonald, Jeffrey Rayborn Sport, Timothy A. Palmer, T. Scott Kelly, and Matthew K. Johnson.

/s/ J. Trent Scofield  
OF COUNSEL

**Jerry Dees v. HMMA and HMA**  
**2:07-cv-00306-MHT-CSC**

**EXHIBIT A**

**Defendants' Responses to Plaintiff's  
Objections to Defendants' Exhibit List**



## **HYUNDAI Team Adviser**

*This document is to be read to the all Team Members in their 5 minute communications meeting.  
Post in the Team area's for five days*

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**Volume: 17**

**November 24, 2004**

### **Toys for Tots**

Since 1947, The United States Marine Corps Reserve has been reaching out to the community by collecting and distributing toys to needy children during the Christmas Season. For over 55 years, their objective has remained the same...to "bring the joy of Christmas to America's needy children."

Last year, HMMA and its Team Members demonstrated their commitment to the community by providing a large quantity of toys to the Toys for Tots program. We have again been provided the opportunity to demonstrate our selfless dedication to those who are less fortunate. Beginning Monday November 29<sup>th</sup>, collection sites will be designated in all buildings and Team Members will have the opportunity to 'bring the joy of Christmas' to a Montgomery-area child.

All toys should be new and unwrapped. Boxes have been placed in all buildings. The toys will be collected on December 10<sup>th</sup> and presented to the Marine Corps at the HMMA Holiday Party on December 11<sup>th</sup>.

### **United Way Fund Drive**

On behalf of the River Region United Way we offer a sincere and heartfelt thank you for your support. HMMA Team Members made a significant commitment to helping those less fortunate. We had the pleasure of donating a total of \$40,229.70! Our participation level was just under 45%. Way to go HMMA Team!



**HYUNDAI**

Hyundai Motor Manufacturing Alabama

**TEAM ADVISOR**

HR-AL-HR-TR-F-00003

Revision Date:  
02/10/2005

Owner: Team Relations

Revision Level: 00

Volume 84-05

December 1, 2005

**TOYS FOR TOTS**

Once again, HMMA will be supporting the US Marine Corps Reserve's "TOYS FOR TOTS" program. This program aims to provide new toys to underprivileged children.

Last year, HMMA was instrumental in assisting the less fortunate children in our community. With the devastation created by the extensive hurricane season this past summer, this year's Toys for Tots drive is especially critical to the Marine Corps Reserve.

Please consider showing your support of our local community and that of our local USMC Reserve unit by purchasing a new, unwrapped toy for a less fortunate child.

Pick-up boxes will be located at the entry of each shop. Toys should be new and unwrapped. The collection of toys by the US Marines is scheduled for December 14, 2005.

**HAPPY HOLIDAYS AND SEMPER FI!**

**HYUNDAI**

Hyundai Motor Manufacturing Alabama

**TEAM ADVISOR**

HR-AL-HR-TR-F-00003

Revision Date:  
02/10/2005

Owner: Team Relations

Revision Level: 00

Vol. 106-06

November 21, 2006

**CALL TO ACTION**

Once again, HMMA will be supporting the US Marine Corps Reserve's TOYS FOR TOTS program. This program aims to provide new toys to underprivileged children.

Last year, HMMA was instrumental in assisting the less fortunate children in our community. Each year, the US Marine Corps Reserve plays a vital role in supporting our local communities during the holiday season. The past few years have been especially difficult for the Marines to focus on such a project with operational requirements in the on-going fight against terrorism.

Please consider showing your support of our local community and that of our local Marine Corps unit by purchasing a new, unwrapped toy for a less fortunate child.

Pick-up boxes will be located at the entry of each shop. Toys should be new and unwrapped. The collection of toys by the US Marines is scheduled for December 13<sup>th</sup>.


Should you have any questions or require any assistance, please contact:

Kevin Graham, 387-8585

Philip Lewis, 387-8610

David Colmans, 387-8104

**HAPPY HOLIDAYS AND SEMPER FI!**

 <b>HYUNDAI</b> Hyundai Motor Manufacturing Alabama	<b>TEAM ADVISOR</b>	HR-AL-HR-TR-F-00003
Revision Date: 06-Sept-07	Owner: Specialist, Team Relations	Revision Level: 02

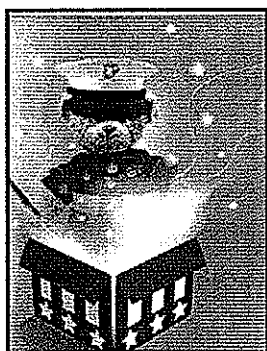
Volume 92-07

November 19, 2007

## TOYS FOR TOTS DRIVE



- WHAT:** Toys for Tots Drive  
Drop off new and unwrapped toys
- WHERE:** Collection boxes located in turnstiles and in each department throughout HMMA
- DATES:** November 26 - December 14
- WHY:** To help needy children in our community and support the US Marine Corps' goal to deliver, through a shiny new toy at Christmas, a message of hope to needy youngsters that will motivate them to grow into responsible, productive, patriotic citizens and community leaders.

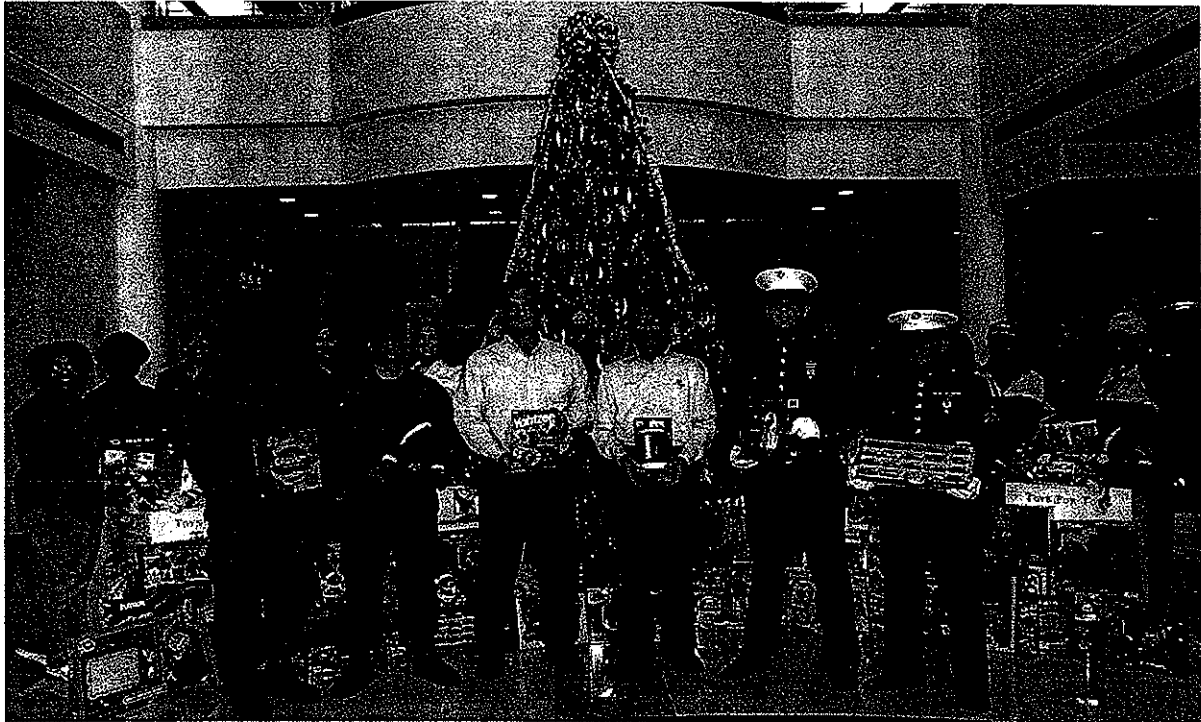


Cash donations will be used to purchase toys. Donations are tax deductible.

Contact a Team Member in Diversity at ext. 8103, 8104 or 8004 if you have any questions or concerns. Thanks again for your support.



2006



2007



2005




2005



2006



 <b>HYUNDAI</b> Hyundai Motor Manufacturing Alabama	<b>TEAM ADVISOR</b>	HR-AL-HR-TR-F-00003
Revision Date: 02/10/2005	Owner: Team Relations	Revision Level: 00

Volume 74-05

October 28, 2005

## HMMA Observes Veterans Day

Veterans Day, **November 3<sup>rd</sup>** is our Hero's Day. Members of the **Original Tuskegee Airmen and Korean War Veterans** groups will tour our plant and participate in discussions in the Sonata Room. They will share with us their many stories of bravery and devotion. This will be the kickoff of the Diversity Action Team's first "Lunch & Learn" series. Team Members will be able to meet, greet and get their pictures taken with our guests. A table exhibiting memorabilia that the veterans will graciously share with us will be displayed.

This visit by the Original Tuskegee Airmen and the Korean War Veterans will be videotaped. Team Members on 2<sup>nd</sup> shift may view the visit during their scheduled lunch time on this date in the Sonata Room.

On **November 7<sup>th</sup>**, a large collage will be set-up in each cafeteria displaying photos and names of all of the Team Members with military backgrounds. The Team Reps will have signup sheets in each department for Team Members who would like to be recognized. This includes all Team Members who are currently active in the military and veterans. November 2 is the deadline to submit names to the Diversity Department.



*Printed Copy for Reference Only*

**HYUNDAI**

Hyundai Motor Manufacturing Alabama

**TEAM ADVISOR**

HR-AL-HR-TR-F-00003

Revision Date:  
02/10/2005

Owner: Team Relations

Revision Level: 00

Volume 97-06

November 8, 2006

# Veterans Day Observance Notification

Hyundai Motor Manufacturing Alabama, LLC will be acknowledging all former and current Military Members for Veterans Day Observance. Please notify your Team Representatives or the Diversity Department to be included. This is for all Team Members that are current or former military, from all branches.

Additional information regarding this great opportunity is listed below.

**NAME:** Veterans Day Observance

**TEAM MEMBERS INCLUDED:** All

**DATE:** Friday, November 10, through Monday, November 13, 2006.

**TEAM MEMBER IDENTIFICATION:** Notify Team Reps or Diversity at ext. 8004, 8103 or 8104 with the following information:

Name:

Department:

Branch:

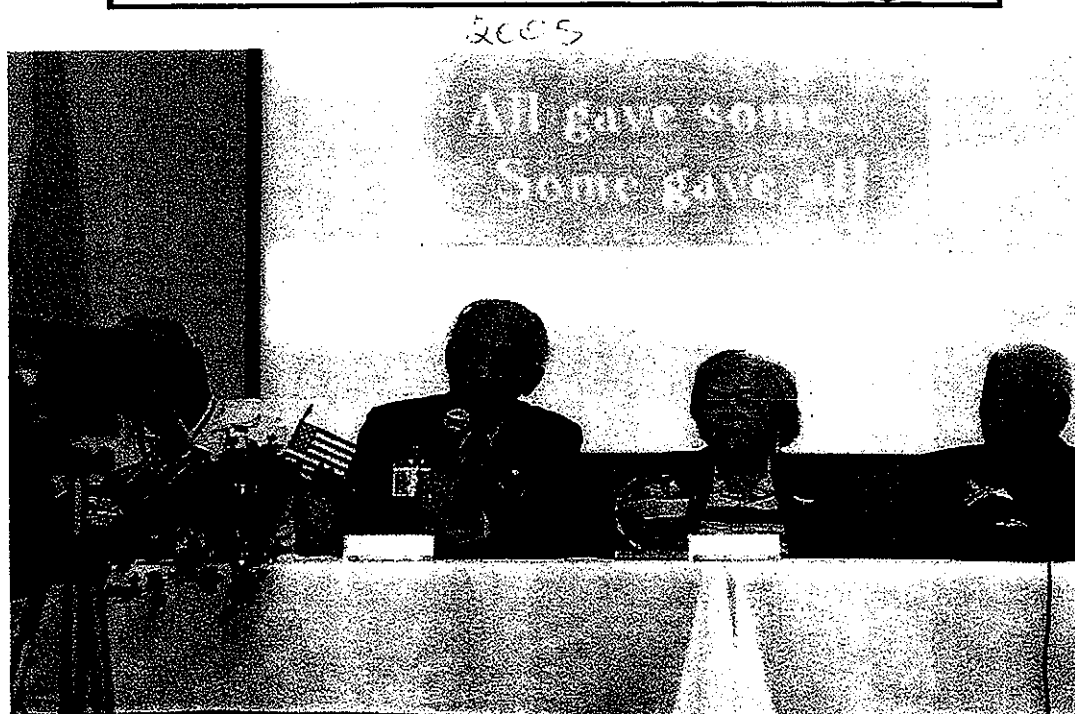
Veteran/Active Duty:

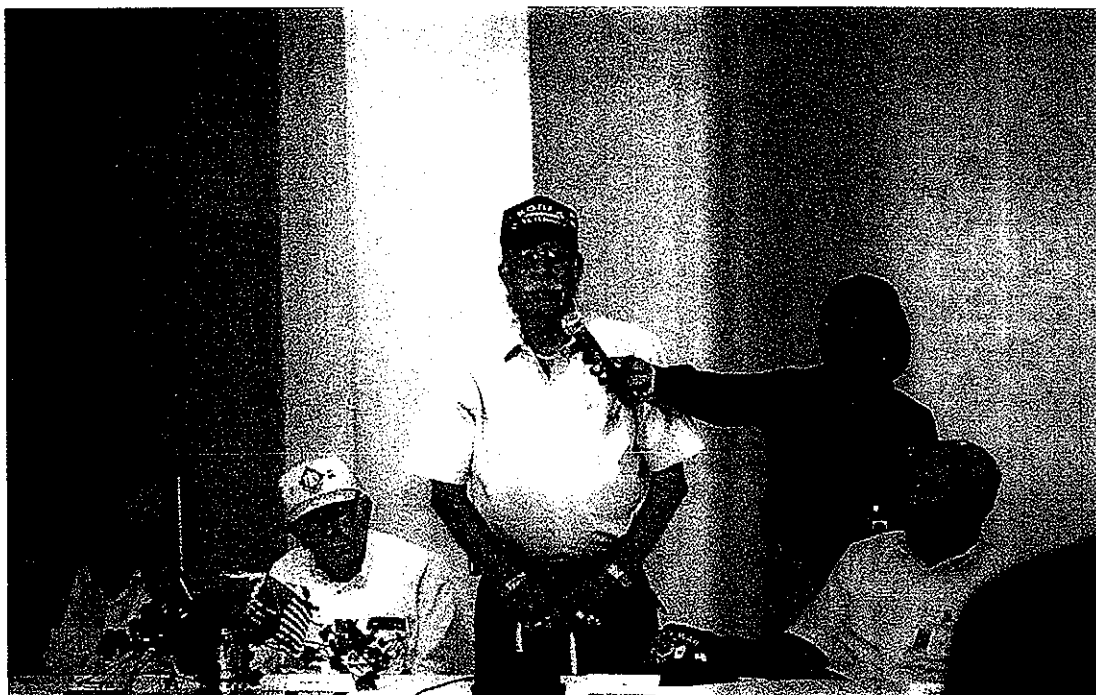
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*Printed Copy for Reference Only*



# Veteran's Day





# Veteran's Day

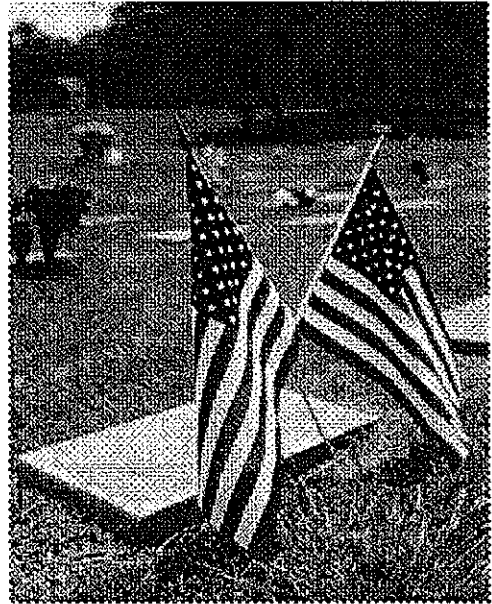
2007



**Remembrance cards** will be available in both cafeterias to honor loved ones for their military service. They will be available May 17<sup>th</sup> - May 23<sup>rd</sup>.

Names will be displayed on HMTV through May 29<sup>th</sup>.

Contact the Diversity Department at extension 8103 or 8104 or your Team Rep.



*Melinda L. Stallworth*

Diversity Specialist

Hyundai Motor Manufacturing Alabama, LLC

700 Hyundai Boulevard, Montgomery, AL 36105

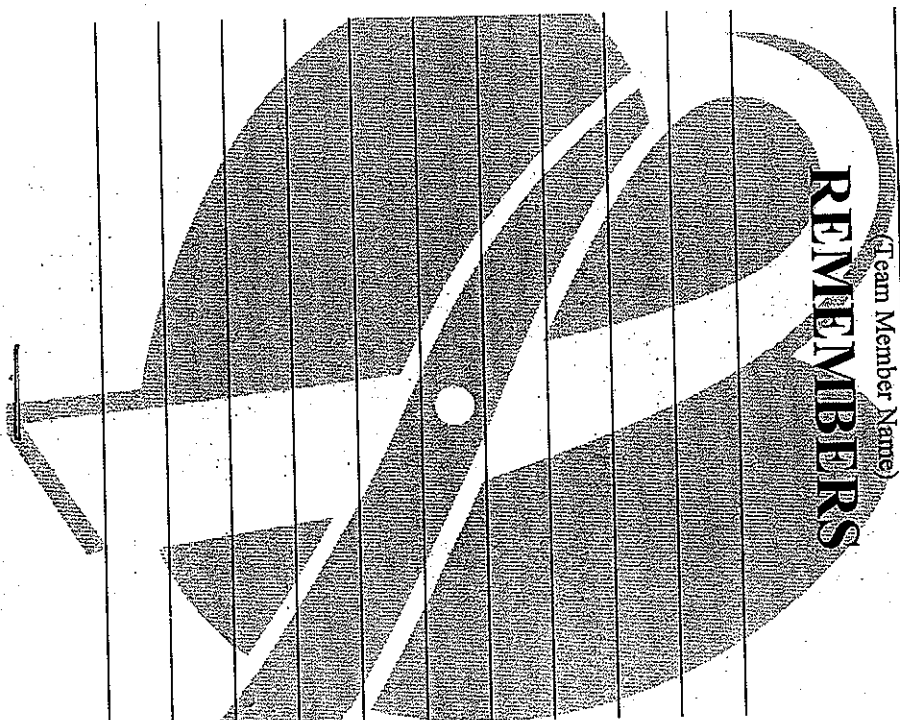
Phone: (334) 387-8103 Fax: (334) 387-8297

[mstallworth@hmmausa.com](mailto:mstallworth@hmmausa.com)



*One's work may be finished some day, but one's education never. -Alexandre Dumas, pere*

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**REMEMBER THE  
TROOPS**

# insights



**HMMA News**  
HYUNDAI MONTGOMERY MIDDLE CLASS ALLIANCE

November 20, 2006

©HMMA 2006



## Team Members Make a Difference

On October 30, HMMA joined in a nationwide effort for "Make a Difference Day" by donating nearly 1,600 books to area schools. Thirty-six elementary schools in the Montgomery Public School System received the books. Over 18,000 students per year will benefit from the donation, which will be placed in the schools' libraries. The donations by HMMA are in support of education and encouragement of reading.

"Because reading is a gift which enriches the knowledge, understanding and compassion of our children, we are honored to support our Team Members in this gift of nearly 1,600 new books to the young people in our community," stated J.S. Ahn, President of HMMA. "This donation is a part of our continuing efforts to support education in Alabama."

This is a continuation of support for education and community by HMMA. "Hyundai is a great partner with our community, and we appreciate their efforts," stated Montgomery Public Schools Interim Superintendent Linda Robinson. "This gift will have a positive impact on students for many years to come."



HMMA's Diversity Action Team prepares for book distribution. Pictured left to right: Sheron Rose, TheRessa James, HMMA president J. S. Ahn, Matt Burns, Christi Doh, Laura Stone, Larry Graham, Katey Ramsey, Jennifer Lowery, Patricia Adams and Melinda Stallworth

Linda Sexton, director of Montgomery Public Schools, added, "Montgomery Public Schools is thrilled to accept the many books from Hyundai. The selection contains a variety of books including interest and reading levels which will appeal to students throughout grades 'K' through 6 in each of our elementary schools."

Sexton ended by sharing a quote by author Albert Hubbard, "This will never be a civilized country until we spend more money

for books than we do for chewing gum."

Make a Difference Day is the most encompassing national day of helping others—a celebration of neighbors helping neighbors. Created by USA WEEKEND Magazine, Make a Difference Day is an annual event that takes place on the fourth Saturday of every October. You can read more about this national celebration at <http://usaweekend.com/diffday/about-madd.html#whatis>.

## INSIDE INSIGHTS

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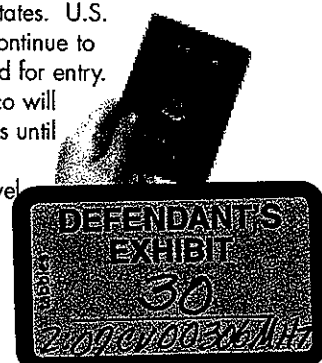
## New Passport Rules

For those travelers who are accustomed to showing a driver's license and other forms of identification when traveling between Canada, Mexico, the Caribbean and the United States, the rules are about to change.

Effective midnight, January 8, 2007, those traveling by air or sea between these destinations must have a valid passport to enter or re-enter the United States. U.S. citizens traveling between the United States and its territories will continue to be able to use established forms of identification to board flights and for entry.

Those driving between the United States and Canada or Mexico will not be required to present a valid passport at land border crossings until January 1, 2008.

The new requirements are part of the Western Hemisphere Travel Initiative (WHTI), which is one element of a much larger bill, the Intelligence Reform and Terrorism Prevention Act of 2004.



## KIA BREAKS GROUND ON FIRST US PLANT

Officials from Korea and Georgia called the development of Kia's \$1.2 billion automotive plant in West Point, Georgia an economic gain for the Southeast Region, as Mong Koo Chung, Chairman of the Hyundai-Kia Automotive Group, led the group in turning over ceremonial, sand-filled shovels on October 20, 2006. Although the ceremony held near the Alabama-Georgia line was the official groundbreaking, the red clay on the two-thousand-acre site was cleared months ago.

In addition to Chairman Chung, more than 500 VIPs from the U.S. and South Korea attended the event, including Eui Sun Chung, President and CEO of Kia Motors Corporation; Georgia Governor Sonny Perdue; and a host of high-ranking governmental officials from the state of Georgia and South Korea.

Excavating equipment was in constant motion on the hillsides around the site as hundreds gathered to celebrate the occasion. The long-awaited groundbreaking of the auto plant is seen as a sign of opportunity and hope in a rural area along the Chattahoochee River. This region has suffered due to the decline in the textile industry.

The launch of the first vehicle off the line at Kia Motors Manufacturing Georgia (KMMG) is scheduled for 2009. Approximately 2,500 Team Members will be employed at the West Point Plant, which will produce vehicles for both North and South America.



*Pictured from left to right: Mong Koo Chung, Chairman & CEO, Hyundai-Kia Automotive Group; The Honorable Sonny Perdue, Governor of Georgia; Craig Lesser, Commissioner, Georgia Dept. of Economic Development; E.S. Chung, President & CEO, Kia Motors Corp.; Billy Head, Mayor of West Point; Jane Fryer, President, LaGrange-Troup County Chamber of Commerce; J.K. Choi, President, Hyundai Motor Company; State Rep. Vance Smith, District 129; and H.S. Lee, President, Hyundai Motor Company.*

## Consumers Digest Magazine Names 2007 Automotive Best Buys

Thirty-two vehicles and six companion models out of 253 total 2007 models received Best Buy ratings from Consumers Digest (CD). The ratings, published in CD's December issue (on sale November 1), span eight categories: Small Cars, Family Cars, Luxury Cars, Sporty Cars, Trucks, Vans, Compact/Midsize SUVs and Luxury/Full-Size SUVs. The Best Buys—based on behind-the-wheel testing, safety ratings, ownership costs, warranty, price, comfort, ergonomics, styling and amenities—reflect CD's assessment of which 2007 vehicles offer the most value for the money."



The Hyundai Sonata and Hyundai Azera were both named as a Best Buy in the Family Car category, while the Hyundai Entourage and Kia Sedona were named as best van values.

"Value, as we see it, is based on purchase price and ownership costs relative to quality, performance and subjective factors like comfort and design," says Randy Weber, CD's publisher. "Few purchases are more important, or require more research, than buying a new vehicle. Our analyses under-



score our commitment to ensure that consumers are as satisfied with their auto purchase years after making it as they were the day they drove off the lot."

Source: PR Newswire - 11/1/06

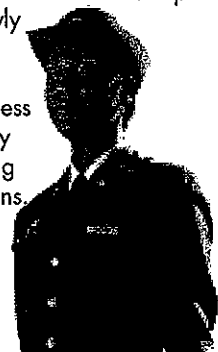
## Hyundai Becomes First Automaker to Join Army Partnership for Youth Success to Recruit New Service Technicians

Hyundai Motor America and the U.S. Army recently joined forces to announce Hyundai's addition to the Army's Partnership for Youth Success (PaYS) program. PaYS shares recruiting efforts with companies and government agencies to help former service men and women find civilian careers after fulfilling their military commitment. Hyundai is the first automaker to join the PaYS program.

Under the partnership, Hyundai and the U.S. Army will institute a program to help soldiers develop the skills they need to become service technicians at one of Hyundai's 737 dealerships nationwide. Upon completion of their military duty, qualified Army personnel will be granted priority interviews with Hyundai for open service technician jobs. In addition, the U.S. Army's career website will post open Hyundai service technician jobs across the country.

According to a recent survey, there are an estimated 37,000 vacancies in service technician jobs industry wide, so competition for talent is extremely high. Hyundai expects to add more than 50 dealerships annually to its nationwide network to support growing sales volumes. To fill the newly created service jobs at each dealership, Hyundai will have to recruit 500-1,000 service technicians each year. Having access to approximately 1.5 million qualified Army personnel gives Hyundai a distinct recruiting advantage for its future service tech positions.

Hyundai joins almost 100 additional PaYS corporate partners, including Dell, Southwest Airlines and Target, in assisting Army personnel find post-military careers.



## DIVERSITY CORNER



### November is National American Indian Heritage Month

During this month, we honor the generations of American Indians and Alaska Natives who have added to the character of our Nation. This month is an opportunity to celebrate their many accomplishments and their rich ancestry and traditions. The first American Indian Day was celebrated in May 1916, in New York. In 1990, President George H.W. Bush signed a joint congressional resolution designating November 1990, as "National American Indian Heritage Month." Similar proclamations have been issued every year since 1994.

#### DID YOU KNOW?

The name "Alabama" was taken from the "Alibamos" Indians, the first Creek tribe to populate the region. Native Americans recognized by the State of Alabama include:

1. Poarch Band of Creek Indians, Atmore
2. Echota Cherokee Tribe of Alabama, Falkville
3. Cherokee Tribe of Northeast Alabama, Grant
4. Machis Lower Creek Indian Tribe, New Brockton
5. Star Clan of Muscogee Creeks, Troy
6. Cher-o-Creek Intertribal Indians, Valley
7. MOWA Band of Choctaw Indians, Mount Vernon
8. Piqua Sept of Ohio Shawnee, Birmingham
9. United Cherokee Intertribal, Guntersville

The name "Mohawk" came from the Mohawk tribe in the Northeast, and the single patch of hair that distinguished Mohawks from other groups.

Sources: *Census.gov*; *Whitehouse.gov*; *Alabama Indian Affairs Commission*; [www.fortwayne.com/mld/newssentinel/living/15507457.htm](http://www.fortwayne.com/mld/newssentinel/living/15507457.htm)

## Happy Holidays



Festive times with family and friends should involve precautions with food and gifts to help ensure the celebrations will be both joyous and safe. Holiday feasting should center on the four basic food safety steps—clean, cook, chill and separate. The following are some guidelines for food handling:

- Wash your hands before preparing or eating food, after using the restroom or changing a diaper, after handling uncooked food, after playing with a pet, after handling garbage, after tending to someone who is sick or injured, after blowing your nose and after coughing or sneezing.
- When defrosting frozen foods, it is best to thaw the food in the refrigerator where it will remain at a safe, constant temperature of 40 degrees Fahrenheit or below. If that is not possible, food can be defrosted in the microwave or by running cold water over the food item.
- When preparing foods, be sure to follow the appropriate temperature guidelines for defrosting, cooking and cooling.
- Always store leftovers within two hours of cooking.
- When in doubt—throw it out!

For additional food safety information, call the toll-free USDA/FSIS Meat and Poultry Hotline at 1-888-674-6854. Bilingual food safety specialists (English and Spanish) are available year-round from 10 a.m. to 4 p.m. EST.

## Open Enrollment for Benefits

The Benefits Department will be holding annual open enrollment during the month of November to allow Team Members the chance to make changes to current benefits.

For more information, please contact the Benefits Department at 334-387-8199 or Ext. 8115.



## Changing our World

HMMMA is proud to support the communities in which our Team Members live, work and play. This month's partnerships included:

- Jewish Federation of Central Alabama – Montgomery Jewish Film Festival
- Kid One Transport – fuel costs for transporting children and expectant mothers in need of health care
- Mobile Area Chamber of Commerce – Regional World Trade Conference
- Montgomery Area Committee on Employment of People with Disabilities
- Montgomery Public School System – nearly 1,600 books for area elementary schools
- R.E.S.T.O.R. – providing homeless shelter housing in the Montgomery area
- Troy University – bronze plaques for Rosa Parks Museum and Children's Wing
- The 82nd annual Turkey Day Classic between Alabama State University and Tuskegee University. The two teams will square off at Cramton Bowl on Thanksgiving Day, November 23, at 1 p.m. The game will be televised on ESPNU.
- United Way – supporting community agencies
- Universal Sisters: Celebrating Health and Soul Conference – Montgomery



## Special Discounts for HMMA Team Members

HMMA's Diversity Action Team has arranged for special holiday discounts at area merchants. Please present your Team Member badge to receive discounts and register for prizes:

- **Best Buy:** November 12 and 19, 2006; 8-11 p.m. Discounts vary by department, ranging from 5-25%; snacks provided
- **Shoppes at EastChase:** December 3, 2006; 4-6 p.m. Confirmed discounts include 10% off at Kinnucan's; 20% off at The Buzz; 10% off at Moe's Southwest Grille and register for door prizes; free pillow fitting at Select Comfort. Team Advisors will provide additional updates.
- **Toys R Us:** November 19 and December 3, 2006; 7-11 p.m. Five percent discount; refreshments; prize drawings

## What's Cookin'?

From the **HMMA Cookbook**, submitted by Robert and Sabrina Walker, Paint QC: **Santa Fe Soup**

**Type of Dish:** Soup – Main Dish

**Origin of Recipe:** American

### Ingredients:

2 lbs. ground beef  
1 can tomato wedges, undrained  
1 onion, chopped  
2 cans white corn, undrained  
1 pkg. Ranch dressing mix  
2 cups water  
2 pkgs. taco seasoning mix  
1 can black beans, undrained  
1 can kidney beans, undrained  
1 can pinto beans, undrained  
1 can diced Ro-tel tomatoes & chilies, undrained

**Garnishes:** sour cream, shredded cheese and sliced green onions, as desired

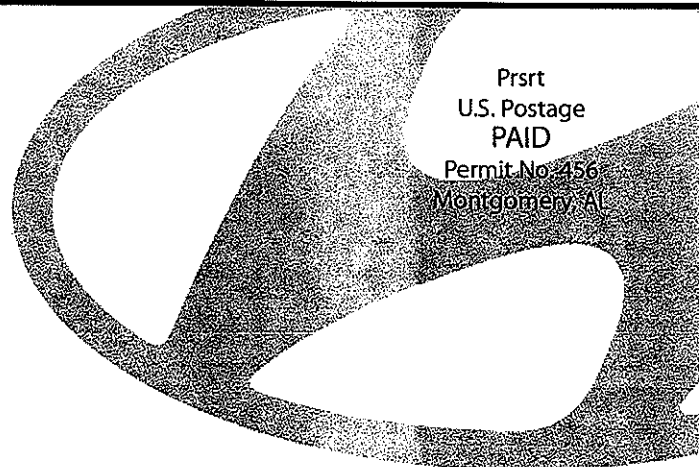


Brown ground beef with onion in large pot. Drain. Add ranch dressing mix and taco seasoning mix. Add remaining ingredients with juices from all, including water. Simmer for 2 hours. This can be prepared in a crock pot—just reduce the water to 1 cup instead of 2. Garnish each bowl of soup with sour cream, shredded cheese and sliced green onions, as desired. Serve with tortilla chips or over rice. Great with Scoops!. Suggestion: Use chicken and pork sausage instead of beef.

Contact the Diversity Department or a Diversity Action Team Member to submit one of your favorite recipes to the HMMA Cookbook.



Hyundai Motor Manufacturing  
Alabama, LLC  
700 Hyundai Boulevard  
Montgomery, Alabama 36105



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U.S. Postage  
PAID

Permit No. 456  
Montgomery, AL

## HMMA Vision and Mission Statements

### Vision Statement:

Our team provides value for your future.

### Mission Statement:

To create exceptional automotive value for our customers by harmoniously blending safety, quality and efficiency. With our diverse team, we will provide responsible stewardship to our community and environment while achieving stability and security now and for future generations.

## ***Military Appreciation – Veteran's Day***

Thomas F May  
Plant Engineering / Engine Shop Maintenance  
Navy  
Retired

Michael Morgan  
Plant Engineering / Weld Shop Maintenance  
Army  
Active Duty – Iraq

Gregory Graves  
Plant Engineering / Paint Maintenance  
Army  
Active Duty – Iraq

Greg Prater  
Plant Engineering / Stamp Maintenance  
US Navy – Active – 1988 to 1992 – Gulf War  
US Army National Guard – 1993 – 2003

Don Gillahan  
Plant Engineering / Weld Maintenance  
Navy  
Retired

Michael Taylor  
Plant Engineering / Paint Maintenance

David Morrow  
Plant Engineering / Utilities  
Alabama Army National Guard  
Active Duty

Charles Thorpe  
Plant Engineering / Utilities  
U.S. Coast Guard  
Veteran

Edward M. Marshall  
Plant Engineering / Engine Maintenance  
Alabama Army National Guard  
Retired

John Russ  
Plant Engineering / Engine Maintenance  
US Army – Gulf War  
Veteran

Peter C. Vickers  
Desert Storm Combat Veteran  
United States Marine Corps Reserve  
3<sup>rd</sup> Battalion 23<sup>rd</sup> Marines 4<sup>th</sup> Marine Division



## ***Military Appreciation – Veteran's Day***

Greg King  
Plant Engineering / Weld Maintenance  
Army National Guard  
Veteran

Jerry Fuller  
Plant Engineering  
USMC  
Retired

**HMMA Veterans Day Recognition**

HMMA will recognize Team Members who are veterans or currently active in the military November ? - ?. If you would like to be recognized during this time, please print your information below. This information should be returned to your Team Representative or the Diversity Department no later than Wednesday, November ?, 2007. Thank you.

**Date info submitted**

5/23/2007

5/23/2007 submitted by Robert W.

1	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Wilson	Robert	Paint	Army	x	
2	Thomas	Dilanjun		Navy	x	
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### HMMA Veterans Day Recognition

HMMA will recognize Team Members who are veterans or currently active in the military November 8 - 13. If you would like to be recognized during this time, please print your information below. This information should be returned to your Team Representative or the Diversity Department no later than Wednesday, November 8, 2006. Thank you.

	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Eubanks	Stephen	Quality Improvement	Navy	x	
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Eubanks	Stephen		Navy	x	
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Eubanks	Stephen	Quality Improvement	Navy	x	
2	Butts	Ronnie	Engine	Air Force	x	
3	McQueen	Stacey	Engine	Army Nat. Guard	x	
4	Jackson	Lewis	Engine	Marines	x	
5	Adams	Mike	Engine	Army	x	
6	Wright	Lashanda	Production Control	Army	x	
7	Crusoe	Michael	Engine	Marines	x	
8	Cole	Jimmie	Engine	Army	x	
9	Sigler	Nate	Engine	Army	x	
10	Melendy	Ken	Engine	Army	x	
11	Strait	Keith	Engine	Army	x	
12	Powell	Antonio	Engine	Army Nat. Guard		x
13	Temple	James	Engine	Navy	x	
14	Davis	Fred	Engine	Army	x	
15	Wilburn	Steve	Engine Quality	Air Force	x	
16	Wilburn	Steve	Engine Quality	Air Force Reserves		x
17	Hancock	Larry	Engine	National Guard	x	
18	Brockton	Keith	Engine	National Guard	x	
19	Johnson	Michael	Engine	Navy	x	
20	Shuffit	Chris	Engine	Army	x	
21	Curtis	Rick	Engine Maintenance	Army	x	
22	Johnson	Frederick	Engine	Army	x	
23	Scott	Clarence	Engine	Army	x	
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Eubanks	Stephen	Quality Improvement	Navy	x	
2	Graham	Kevin	Quality Control	Marine Corps	x	
3	Newberry	Jeff	Quality Control	Navy	x	
4	Lewis	Phil	Quality Control	Marine Corps	x	
5	Turner	Isaac	Quality Control	Air Force	x	
6	Moore	Andrew	Quality Control	National Guard		x
7	Williams	Arthur	Quality Control	Army	x	
8	Gardner	Bryant	Quality Control	Marine Corps	x	
9	Waters	David	Quality Control	National Guard	x	
10	James	Dennis	Quality Control	Air Force	x	
11	Nelms	Herbert	Quality Control	National Guard		x
12	Walker	LaShunda	Quality Control	Air Force	x	
13	Elliot	Patrick	Quality Control	Marine Corps	x	
14	Townsend	Richard	Quality Control	Air Force	x	
15	Leavitt	Wilfred	Quality Control	Army	x	
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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Payne	Taraka	QC	Army		X
2 Haynes	Richard	QC	Marine Corps	X	
3 White	Ben	QC	Marine Corps	X	
4 Prince	Andre	QC	Navy	X	
5 Obenauf	David	QC	Navy	X	
6 Brown	Chris	QC	Marine Corps	X	
7 Shakespeare	Tiffany	QC	Army		X
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Payne	Taraka	QC	Army		X
2	Haynes	Richard	QC	Marine Corps	X	
3	White	Ben	QC	Marine Corps	X	
4	Prince	Andre	QC	Navy	X	
5	Obenauf	David	QC	Navy	X	
6	Brown	Chris	QC	Marine Corps	X	
7	Shakespeare	Tiffany	QC	Army		X
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	<b>Last Name</b>	<b>First Name</b>	<b>QC</b>	<b>Dept/Div.</b>	<b>Branch of Service</b>	<b>Veteran</b>	<b>Active</b>
1	Shultz	Christian	QC		Army		X
2	Grady	Arthur	QC		Marine Corps	X	
3	Gear	Danny	QC		Marine Corps	X	
4							
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Batts	Larry	Quality Control	Air Force	x	
2	Milliner	Stacey	Quality Control	Army	x	
3	Pitts III	Booker	Quality Control	Army	x	
4	Valladingham	Joseph	Quality Control	Army		x
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	Last Name	First Name	QC	Dept/Div.	Branch of Service	Veteran	Active
1	Shultz	Christian	QC		Army		X
2	Grady	Arthur	QC		Marine Corps	X	
3	Gear	Danny	QC		Marine Corps	X	
4							
5							
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Batts	Larry	Quality Control	Air Force	x	
2	Milliner	Stacey	Quality Control	Army	x	
3	Pitts III	Booker	Quality Control	Army	x	
4	Valladingham	Joseph	Quality Control	Army		x
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<b>Last Name</b>	<b>First Name</b>	<b>Dept/Div.</b>	<b>Branch of Service</b>	<b>Veteran</b>	<b>Active</b>
1 Eubanks	Stephen	Quality Improvement	Navy	x	
2 Graham	Kevin	Quality Control	Marine Corps	x	
3 Newberry	Jeff	Quality Control	Navy	x	
4 Lewis	Phil	Quality Control	Marine Corps	x	
5 Turner	Isaac	Quality Control	Air Force	x	
6 Moore	Andrew	Quality Control	National Guard		x
7 Williams	Arthur	Quality Control	Army	x	
8 Gardner	Bryant	Quality Control	Marine Corps	x	
9 Waters	David	Quality Control	National Guard	x	
10 James	Dennis	Quality Control	Air Force	x	
11 Nelms	Herbert	Quality Control	National Guard		x
12 Walker	LaShunda	Quality Control	Air Force	x	
13 Elliot	Patrick	Quality Control	Marine Corps	x	
14 Townsend	Richard	Quality Control	Air Force	x	
15 Leavitt	Wilfred	Quality Control	Army	x	
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# HMMA Veteran's Day Recognition

During the week of November 7-11, 2005 HMMA will recognize Team Members who are veterans or currently active in the military. If you would like to be recognized during this time please print your information below. This information should be returned to the Diversity Department no later than Friday, October 28, 2005. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 JAMES	DENNIS	QC LINE INSPECTION	USAF	✓	
2 LEAVITT	WILFRED	QC LINE INSPECTION	ARMY	✓	
3 GARDNER	BRYANT	QC LINE INSPECTION	USMC	✓	
4 NELMS	ALBERT	QC LINE INSPECTION	ARMY	✓	
5 WALKER	LASHUNDA	QC LINE INSPECTION	USAF N.G.	✓	
6 TOWNSEND	RICHARD	QC LINE INSPECTION	USAF	✓	
7 WATKINS	DAVID	QC LINE INSPECTION	ARMY N.G.	✓	
8 WILLIAMS	ARTHUR	QC LINE INSPECTION	ARMY	✓	
9 MOORE	ANDREW	QC LINE INSPECTION	ARMY N.G.	✓	✓
10 <del>JEFF</del> NEWBERRY	JEFF	QC	US NAVY	✓	
11 JONES	RODRIGUEZ	QC	ARMY NAT. GUARD		X
12 SHAW'S PEARCE	TIFFANY	QC	ARMY NATIONAL GUARD		X
13 WHITE	BEN	QC	US AIR FORCE	✓	
14 HAYNES	RICHARD		USMC	✓	
15 BROWN	CHRISTOPHER		USMC	✓	
16 PITTS III	BOOKER		ARMY	✓	
17 BATTIS	LARRY		AIR FORCE	✓	
18 WILLIAMS	STACY	✓	ARMY	✓	
19 GRAHAM	KEVIN		USMC	✓	
20 TURNER	ISAAC		AIR FORCE	✓	
21 GRAY	DARLE		ARMY RESERVE	✓	✓
22 ELLIOTT	PARULK	✓	USMC	✓	
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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 JAMES	DENNIS	QC LINE INSPECTION	USAF	✓	
2 LEAVITT	WILFRED	QC LINE INSPECTION	ARMY	✓	
3 GARDNER	BRYANT	QC LINE INSPECTION	USMC	✓	
4 NELMS	HERBERT	QC LINE INSPECTION	ARMY	✓	
5 WALKER	LASHONDA	QC LINE INSPECTION	USAF N.G.	✓	
6 TOWNSEND	RICHARD	QC LINE INSPECTION	USAF	✓	
7 WATERS	DAVID	QC LINE INSPECTION	ARMY N.G.	✓	
8 WILLIAMS	ARTHUR	QC LINE INSPECTION	ARMY	✓	
9 MOORE	ANDREW	QC LINE INSPECTION	ARMY N.G.	✓	✓
10 <del>JEFF</del> NEWBERRY	JEFF	QC	US NAVY	✓	
11 JONES	RODRIGUEZ	QC	ARMY NAT. GUARD		X
12 SHANESPEARIE	TIFFANY	QC	ARMY NATIONAL GUARD	✓	X
13 WHITE	BEN	QC	US AIR FORCE	✓	
14 HAYNES	RICHARD		USMC	✓	
15 BROWN	CHRISTOPHER		USMC	✓	
16 PINTS III	BOOKER		ARMY	✓	
17 BATTIS	LARRY		AIR FORCE	✓	
18 MULLIN	SPENCER	✓	ARMY	✓	
19 GRAHAM	KEVIN		USMC	✓	
20 TURNER	ISAAC		AIR FORCE	✓	
21 GRAY	DARLEY		ARMY RESERVE	✓	✓
22 ELLIOTT	PATRIK	✓	USMC	✓	
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During the week of November 7-11, 2005 HMMA will recognize Team Members who are veterans or currently active in the military. If you would like to be recognized during this time please print your information below. This information should be returned to the Diversity Department no later than Friday, October 28, 2005. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Wilson	Omar	Production Control	US ARMY	X	
2 Powell	Antonio	Production Control	US National Guard		X
3 Wright	Lashonda	Production Control	US ARMY	X	
4 Richards	Howard	Production Control	US ARMY	X	
5 Davis	Fred	Production Control	US ARMY	X	
6 Phillips	Benny	Production Control	US Navy	X	
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**Jerry Dees v. HMMA and HMA**  
**2:07-cv-00306-MHT-CSC**

**EXHIBIT B**

**Defendants' Responses to Plaintiff's  
Objections to Defendants' Exhibit List**



OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE  
NATIONAL COMMITTEE FOR EMPLOYER SUPPORT  
OF THE GUARD AND RESERVE  
1555 WILSON BOULEVARD SUITE 200  
ARLINGTON VA 22209-2405

April 24, 2007

Mr. Ahn  
Hyundai Motor Manufacturing of Alabama  
700 Hyundai Blvd  
Montgomery, AL 36105

Dear Mr. Ahn:

Congratulations! Your employee, Steven Wilburn, has nominated your firm for the 2007 Secretary of Defense Employer Support Freedom Award. The Freedom Award is the highest honor the Department of Defense bestows in recognition of the outstanding support America's employers provide to their employees serving in the National Guard and Reserve. Only members of the National Guard and Reserve or their family members are permitted to nominate employers for the Freedom Award, which makes this award particularly unique and prestigious.

This year, Employer Support of the Guard and Reserve (ESGR) received over 1,100 nominations for the Freedom Award and competition will be very keen. A national selection board comprised of senior Defense officials and business leaders will select up to 15 recipients of this year's Freedom Award, which will be presented at a gala banquet at the Ronald Reagan Building and International Trade Center in Washington, D.C. on September 12<sup>th</sup>. I wish you the best of luck!

The Department of Defense shares a common resource, the men and women of the National Guard and Reserve, with America's employers, making you an integral part of our national security. Regardless of whether your firm is chosen as one of the 15 Freedom Award recipients, you should be proud of the fact that Steven Wilburn was grateful for your support and took the time to nominate you for this award.

On behalf of the Department of Defense and a grateful nation, thank you for all that you do.

A handwritten signature in black ink, appearing to read "L. Gordon Sumner, Jr.".

L. Gordon Sumner, Jr., PhD  
Executive Director



**Jerry Dees v. HMMA and HMA**  
**2:07-cv-00306-MHT-CSC**

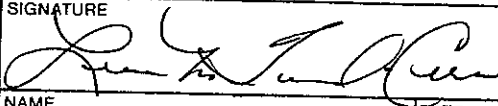
**EXHIBIT C**

**Defendants' Responses to Plaintiff's  
Objections to Defendants' Exhibit List**

## NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

To all to whom these presents shall come. Greeting:

By virtue of the authority vested in me by the Archivist of the United States, I certify on his behalf, under the seal of the National Archives and Records Administration, that the attached reproduction(s) is true and correct copy of documents in his custody.

SIGNATURE 	
NAME JAMES J. MCSWEENEY	DATE 3/14/2008
TITLE Regional Administrator	
NAME AND ADDRESS OF DEPOSITORY National Archives and Records Administration Southeast Region Federal Records Center 4712 Southpark Boulevard Ellenwood, GA 30294	

NA FORM 13040 (10-86)



Bankruptcy Court for the MIDDLE DISTRICT OF ALABAMA  
RUPTCY COURT - POST OFFICE BOX 1248, MONTGOMERY, AL 36192  
tion for Relief under chapter 7 of Title 11, U.S. Code, filed by or  
against the below-named Debtor(s) on April 1, 1996:  
OR: JERRY LEON DEES, JR of 10567 US HWY 82, MAPLESVILLE AL  
36750, SSAN:418-08-9640  
OT. DEBTOR: KATHERINE Y DEES, SSAN:539-98-5505

CASE NO. 96-01396-APG-7

JERRY LEON DEES, JR  
10567 US HWY 82  
MAPLESVILLE AL 36750

FILED

AUG 26 1996

KATHRYN M. HAWK, CLERK  
U.S. BANKRUPTCY COURT  
MONTGOMERY, ALABAMA

ORDER AND NOTICE  
BY THE COURT

ORDER CLOSING ESTATE AND DISCHARGING TRUSTEE

The estate of the above named Debtor having been fully administered, it is ORDERED that:

1. The accounts and report of the Trustee are hereby approved.
2. The Trustee be and is hereby discharged as trustee of the estate of the above named Debtor and the bond is cancelled; and
3. The Chapter 7 case of the above named Debtor is closed.

Dated: AUG 26 1996

*Apaul Gordon*  
U. S. Bankruptcy Judge

11

Bankruptcy Court for the MIDDLE DISTRICT OF ALABAMA  
 PETITION FOR RELIEF UNDER CHAPTER 7 OF TITLE 11, U.S. CODE, FILED BY OR  
 AGAINST THE BELOW-NAMED DEBTOR(S) ON APRIL 1, 1996:  
 PETITOR: JERRY LEON DEES, JR OF 10567 US HWY 82, MAPLESVILLE AL  
 36750, SSAN:418-08-9640  
 JT. DEBTOR: KATHERINE Y DEES, SSAN:539-98-5505

CASE NO. 96-01396-APG-7

JERRY LEON DEES, JR  
 10567 US HWY 82  
 MAPLESVILLE AL 36750

**FILED**

JUL 24 1996

ORDER AND NOTICE  
BY THE COURT

KATHRYN M. HAWK, CLERK  
 U.S. BANKRUPTCY COURT  
 MONTGOMERY, ALABAMA

(Form B18J, 12/94 Revision)

**DISCHARGE OF JOINT DEBTORS**

It appears that the persons named above have filed a petition commencing a joint case under Title 11, United States Code on 04/01/96, that an order for relief was entered under chapter 7, and that no complaint objecting to the discharge of the debtors was filed within the time fixed by the court or that a complaint objecting to discharge of one or both of the debtors was filed and, after due notice and hearing, was not sustained].

**IT IS ORDERED THAT:**

The above-named debtors are released from all dischargeable debts.

Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtors with respect to any of the following:

(a) debts dischargeable under 11 U.S.C. § 523;

(b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clauses (2), (6), and, in cases filed on or after October 22, 1994, (15) of 11 U.S.C. § 541(c);

(c) debts determined by this court to be discharged.

All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process or engaging any act to collect such debts as personal liabilities of the above-named debtors.

ed JUL 24 1996

**CERTIFICATE OF MAILING**

The undersigned, Deputy Clerk of the United States Bankruptcy Court for the Middle District of Alabama, hereby certifies that a copy of the document on which this stamp appears was mailed this date to all parties in interest herein as required by the Bankruptcy Code and Rules of Bankruptcy Procedure.

DATED:

7-24-96 Deputy Clerk

BY THE COURT

*Apaukordm*  
 United States Bankruptcy Judge

10

## Form 1. VOLUNTARY PETITION

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF ALABAMA

VOLUNTARY  
PETITION

NAME (Name of debtor-If individual, enter: Last, First, Middle) <b>Dees, Jerry Leon, Jr</b>		NAME OF JOINT DEBTOR (Spouse) (Last, First, Middle) <b>Dees, Katherine Y.</b>	
ALL OTHER NAMES used by the debtor in the last 6 years (include married, maiden, and trade names) <b>None</b>		ALL OTHER NAMES used by the joint debtor in the last 6 years (include married, maiden, and trade names) <b>None</b>	
SOC. SEC./TAX I.D. NO. (If more than one, state all) <b>418-08-9640</b>		SOC. SEC./TAX I.D. NO. (If more than one, state all) <b>539-98-5505</b>	
STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) <b>10567 US Hwy 82 Maplesville, AL 36750</b>		STREET ADDRESS OF JOINT DEBTOR (No. and street, city, state, and zip code) <b>10567 US Hwy 82 Maplesville, AL 36750</b>	
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS <b>Chilton</b>		COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS <b>Chilton</b>	
MAILING ADDRESS OF DEBTOR (If different from street address) <b>N/A</b>		MAILING ADDRESS OF JOINT DEBTOR (If different from street address) <b>N/A</b>	
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from addresses listed above)		VENUE (Check one box) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.	
INFORMATION REGARDING DEBTOR (Check applicable boxes)			
TYPE OF DEBTOR <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Joint (Husband & Wife) <input type="checkbox"/> Partnership <input type="checkbox"/> Other: NATURE OF DEBT <input checked="" type="checkbox"/> Non-Business/Consumer <input type="checkbox"/> Business - Complete A & B below A. TYPE OF BUSINESS (Check one box) <input type="checkbox"/> Farming <input type="checkbox"/> Professional <input type="checkbox"/> Retail/Wholesale <input type="checkbox"/> Railroad <input type="checkbox"/> Transportation <input type="checkbox"/> Manufacturing/Mining <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Construction <input type="checkbox"/> Real Estate <input type="checkbox"/> Other Business		CHAPTER OR SECTION OF BANKRUPTCY CODE UNDER WHICH THE PETITION IS FILED (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304-Case Ancillary to Foreign Proceeding FILING FEE (Check one box) <input type="checkbox"/> Filing fee attached <input type="checkbox"/> Filing fee to be paid in installments. (Applicable to individuals only.) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b); see Official Form No. 3.	
B. BRIEFLY DESCRIBE NATURE OF BUSINESS		NAME AND ADDRESS OF LAW FIRM OR ATTORNEY <b>Boggs &amp; Hill P.O. Box 597 Clanton, AL 35046 Telephone No. (205) 755-0638</b>	
		NAME(S) OF ATTORNEY(S) DESIGNATED TO REPRESENT THE DEBTOR <b>William P. Boggs</b> <input type="checkbox"/> Debtor is not represented by an attorney	

STATISTICAL/ADMINISTRATIVE INFORMATION (28 U.S.C. § 604) (Estimates only) (Check applicable boxes)							
<input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.							
<input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.							
ESTIMATED NUMBER OF CREDITORS							
1-15	16-49	50-99	100-199	200-999	1000-over		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
ESTIMATED ASSETS (in thousands of dollars)							
Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ESTIMATED LIABILITIES (in thousands of dollars)							
Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
EST. NO. OF EMPLOYEES - CH. 11 & 12 ONLY							
0	1-19	20-99	100-499	1000-over			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
EST. NO. OF EQUITY SECURITY HOLDERS - CH. 11 & 12 ONLY							
0	1-19	20-99	100-499	500-Over			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

THIS SPACE FOR COURT USE ONLY

\$175.00pd

FILED

96 APR -1- AM 10:29

RELIEF ORDERED  
KATHRYN M. HAWK, CLERK  
U.S. BANKRUPTCY COURT  
MONTGOMERY, ALABAMA

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

**FILED**

96 MAY 10 AM 11:30

IN RE:

JERRY LEON DEES, JR.  
AND KATHERINE Y. DEES,

DEBTOR (S)

## CHAPTER 7

CASE NO. 96-01396

KATHRYN M. HAWK, CLERK  
U.S. BANKRUPTCY COURT  
MONTGOMERY, ALABAMA  
-01396

TRUSTEE'S FINAL REPORT OF NO DISTRIBUTION

The below named Trustee reports that a diligent inquiry has been made into the financial affairs of the Debtor(s), and into the existence and location of property belonging to the estate, and that any and all assets are (a) properly declared exempt, or (b) so encumbered by valid liens that they are burdensome to the estate or are of inconsequential value to the estate and are hereby abandoned.

The Trustee states that there is no property available for distribution to creditors from the estate.

The Trustee requests that this Report be approved, that the estate be closed, that the Trustee be discharged from office, and that the bond of the Trustee be canceled and the surety or sureties on the bond be released from further liability on the bond.

MAY 10, 1996

~~TOM MCGREGOR, TRUSTEE~~

9

**FILED**  
 IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE MIDDLE DISTRICT OF ALABAMA

KATHERINE Y. DEES, 96 MAY 10 AM 11:25 CASE NO. 96-01396-APG-7

**REAFFIRMATION AGREEMENT**

U.S. BANKRUPTCY COURT  
 MONTGOMERY, ALABAMA

Whereas, on the date my Petition was filed in the United States Bankruptcy Court in the case I, KATHERINE Y. DEES (Debtor), was indebted to Sears (Creditor), on account number 06-51214-58401-3, upon which remains an unpaid balance of \$559.73 secured by personal property sold by the Creditor.

Debtor wishes to retain the property securing the account balance and to continue to use the SearsCharge Account by reaffirming said debt and security agreement.

Debtor promises, reassumes and agrees to be bound by all of the terms and conditions as set forth in the original security agreement, as amended from time to time, with Creditor including applicable finance charges. Debtor agrees to pay the sum of \$559.73 in payments of \$16.00 per month commencing 07/04/96 and on the same date of each and every succeeding month until said sum is fully paid. Creditor agrees to reinstate a line of credit of \$560.00 to the account upon receipt of regular monthly payments for (6) consecutive months including interest at the agreed upon terms.

THIS AGREEMENT IS NOT REQUIRED UNDER THE BANKRUPTCY CODE, ANY NON-BANKRUPTCY LAW, OR ANY AGREEMENT THAT IS NOT IN ACCORDANCE WITH THE PROVISION OF THE SECTION 524 (C). THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING WRITTEN NOTICE OF RESCISSION TO CREDITOR AT THE FOLLOWING ADDRESS: P.O. BOX 450087, ATLANTA, GA 31145

DATED: 5-10-96

Kathie Y. Dees  
 Debtors

APPROVED: SEARS

BY: [Signature]  
 Bankruptcy Department

**Declaration by Attorney for Debtor**

The undersigned hereby declares that I am the Attorney who represented the Debtor during the course of negotiating this Agreement and that this Agreement represents a fully informed and voluntary agreement by the Debtor and does not impose a hardship on the Debtor or a dependent of the Debtor to the best of my knowledge, information and belief. I have fully advised the Debtor of the legal effect and consequences of this agreement and the occurrence of default under this agreement.

5-10-96  
 Date

[Signature]  
 Debtor's Attorney

**ORDER APPROVING REAFFIRMATION AGREEMENT**

(Only required if the above Debtor(s) is not represented by an Attorney)

The above Reaffirmation Agreement having come before this Court and the requirement of 11 U.S.C. SEC. 524 having been satisfied, BE IT ORDERED that the above Reaffirmation Agreement is hereby approved. BY THE COURT:

DATE  
WILLIAM P. BOGGS  
 POB 597

BANKRUPTCY JUDGE [Signature] (6MO)

CLANTON, AL 35045-

SLJ

Bankruptcy Court for the MIDDLE DISTRICT OF ALABAMA  
COURT - POST OFFICE BOX 1248, MONTGOMERY, AL 36192  
for Relief under Chapter 7 of Title 11, U. S. Code, filed by  
the below-named Debtor(s) on April 1, 1996:  
JERRY LEON DEES, JR of 10567 US HWY 82, MAPLESVILLE, AL  
36750, SSN: 418-08-9640, EIN: N/A  
JT. DEBTOR: KATHERINE Y DEES, SSN: 539-98-5505, EIN: N/A  
CASE NO. 96-01396-APG-7

JERRY LEON DEES, JR  
10567 US HWY 82  
MAPLESVILLE AL 36750

**FILED**

APR 02 1996

KATHRYN M. HAWK, CLERK  
U.S. BANKRUPTCY COURT  
MONTGOMERY, ALABAMA

ORDER APPOINTING INTERIM TRUSTEE  
AND APPROVING STANDING BOND

IT IS ORDERED AND NOTICE IS HEREBY GIVEN THAT:

1. The following interim trustee is hereby appointed, and the trustee's standing bond is fixed under the general blanket bond heretofore approved.

Tom McGregor  
P. O. Box 11092  
Montgomery AL 36111

2. The undersigned hereby certifies that on this date a copy of this order was mailed to the above-named trustee and the debtor(s) and all attorneys of record.

FOR THE COURT

*Kathryn M. Hawk*

Kathryn M. Hawk, Clerk of Court

Dated: April 2, 1996

ACCEPTANCE

I, Tom McGregor, hereby accept appointment as Trustee.

Dated: This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Tom McGregor

**United States Bankruptcy Court**

MIDDLE District of ALABAMA

In re Jerry Leon Dees, Jr.  
 Debtor  
Katherine V. Dees  
 Joint Debtor (If any)

Case No. \_\_\_\_\_  
 (If known)

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		
			ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$18,000.00		
B - Personal Property	Yes	3	\$10,070.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$48,547.88	
E - Creditors Holding Unsecured Priority Claims	Yes	2		\$331.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		\$8131.65	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			\$801.00
J - Current Expenditures of Individual Debtor(s)	Yes	1			\$703.00
Total Number of Sheets of ALL Schedules ▶		14			
Total Assets ▶			\$28,070.00		
Total Liabilities ▶				\$57,610.53	

Name of Debtor \_\_\_\_\_

Case No. \_\_\_\_\_  
(Court Use Only)

## FILING OF PLAN

For Chapter 9, 11, 12 and 13 cases only. Check appropriate box.

☐ A copy of debtor's proposed plan dated \_\_\_\_\_ is attached.☐ Debtor intends to file a plan within the time allowed by statute, rule, or order of the court.

## PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS (If more than one, attach additional sheet.)

Location Where Filed

None

Case Number

Date Filed

## PENDING BANKRUPTCY CASE FILED BY ANY SPOUSE, PARTNER, OR AFFILIATE OF THE DEBTOR (If more than one, attach additional sheet.)

Name of Debtor

None

Case Number

Date

Relationship

District

Judge

## REQUEST FOR RELIEF

Debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

## SIGNATURES

ATTORNEY

X [Signature]  
Signature of Attorney1-19-96  
Date

## INDIVIDUAL/JOINT DEBTOR(S)

I declare under penalty of perjury that the information provided in this petition is true and correct.

X [Signature]  
Signature of Debtor1-19-96  
DateX [Signature] & [Signature]  
Signature of Joint Debtor1-19-96  
Date

## CORPORATE OR PARTNERSHIP DEBTOR

I declare under penalty of perjury that the information provided in this petition is true and correct, and that the filing of this petition on behalf of the debtor has been authorized.

X  
Signature of Authorized Individual

Print or Type Name of Authorized Individual

Title of Individual Authorized by Debtor to File this Petition

Date

☐ EXHIBIT "A" (To be completed if debtor is a corporation requesting relief under chapter 11.)  
Exhibit "A" is attached and made a part of this petition.

## TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS (See P.L. 98-353 § 322)

I am aware that I may proceed under chapter 7, 11, or 12, or 13 of title 11, United States Code, understand the relief available under each chapter, and choose to proceed under chapter 7 of such title.

If I am represented by an attorney, exhibit "B" has been completed.

X [Signature]  
Signature of Debtor1-19-96  
DateX [Signature] & [Signature]  
Signature of Joint Debtor1-19-96  
Date

## EXHIBIT "B" (To be completed by attorney for individual chapter 7 debtor(s) with primarily consumer debts.)

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X [Signature]  
Signature of Attorney1-19-96  
Date

In re Jerry Leon Dees, Jr.

Debtor

Katherine V. DeesCase No. \_\_\_\_\_  
(If known)**SCHEDULE A—REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G—Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C—Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST, IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
4 acres of land with one 1993 Belmont 16 X 80 3 BR mobile Home.	Mortgage 1 Deed (see attached)	J	18,000.00	
Total ▶			\$18,000.00	

(Report also on Summary of Schedule C)

Title Not Checked

VALUE-\$ 2570 00

BOOK 0102 PAGE 207

WARRANTY DEEDJOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

KNOW ALL MEN BY THESE PRESENTS; That for and in consideration of ONE AND NO/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to the undersigned grantor, BARTLEY H. GILES, in hand paid by JERRY LEON DEES, JR., AND WIFE, KATHERINE YUN DEES, the receipt whereof is acknowledged, I the said BARTLEY H. GILES, do grant, bargain, sell and convey unto the said JERRY LEON DEES, JR. AND WIFE, KATHERINE YUN DEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate to wit:

PLOT #3 - Beginning at the Northwest corner of Lot #2 running North 150 feet to an iron stob on East R.O.W. of Highway 82, thence East at a distance of 322 feet to an iron stob on property line of Earnest Lenoir property, thence running South 150 feet to an iron stob at property line of Earnest Lenoir, thence running West for a distance of 300 feet back to Point of Beginning. All the above described property lies in Southeast 1/4 of Northwest 1/4 in Section 11, Township 20N, Range 12E and containing 1.07 acres, more or less.

PLOT #4 - Beginning at the Northwest Corner of Lot #3, thence running North for a distance of 150 feet to an iron stob on East R.O.W. of State Highway 82, thence East for a distance of 460 feet to an iron stob located on property line of Earnest Lenoir, thence running South 150 feet to an iron stob located on property line of Earnest Lenoir, thence running West for 322 feet back to point of beginning. All the above property described lying in the Southeast 1/4 of Northwest 1/4, Section 11, Township 20N, Range 12E, containing approximately 1.35 acres more or less.

PLOT #5 - Beginning at the Northwest corner of Lot #4, thence running North for a distance of 150 feet to an iron stob located on East R.O.W. of State Highway 82, thence East for a distance of 488 feet to an iron stob located on the 40 line of Earnest Lenoir property, thence South 150 feet to an iron stob on the 40 property line of Earnest Lenoir, thence running West for a distance of 460 feet back to the Point of Beginning. All the described property lying in Southeast 1/4 of the Northwest 1/4 in Section 11, Township 20N, Range 12E and containing 1.63 acres, more or less.

TO HAVE AND TO HOLD unto the said JERRY LEON DEES, JR. AND WIFE, KATHERINE YUN DEES, for and during their joint lives and upon the death of either of them, then to the survivor of them

Katherine Dees Pick up

In re Jerry Leon Dees, Jr.

Case No. \_\_\_\_\_ (If known)

Debtor Katherine Dees**SCHEDULE B—PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C—Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G—Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Cash	J	150.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking account at The Peach Tree Bank in Maplesville, AL	J	20.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	✓		J	3,000.00
4. Household goods and furnishings, including audio, video, and computer equipment.		Household Goods and Effects	J	100.00
5. Books, pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	✓		J	50.00
6. Wearing apparel.		Clothing	H	
7. Furs and jewelry.	✓	1 22 Auto-Rifle		
8. Firearms and sports, photographic, and other hobby equipment.				
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	✓			
10. Annuities. Itemize and name each issuer.	✓			

In re Serry Leon Dees, Jr.  
Katherine V. Dees  
Debtor

Case No. \_\_\_\_\_  
(If known)

## SCHEDULE B—PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	✓			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	✓			
13. Interests in partnerships or joint ventures. Itemize.	✓			
14. Government and corporate bonds and other negotiable and non-negotiable instruments.	✓			
15. Accounts receivable.	✓			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	✓			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	✓			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	✓			
19. Contingent and non-contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	✓			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	✓			
21. Patents, copyrights, and other intellectual property. Give particulars.	✓			
22. Licenses, franchises, and other general intangibles. Give particulars.	✓			

Leon Dees, Jr.  
Katherine V. Dees  
 Debtor

Case No. \_\_\_\_\_ (If known)

## SCHEDULE B—PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. Automobiles, trucks, trailers, and other vehicles and accessories.		1992 Nissan Sentra 1978 Dodge Pick-up.	J H	6,000. <sup>00</sup> 750. <sup>00</sup>
24. Boats, motors, and accessories.	✓			
25. Aircraft and accessories.	✓			
26. Office equipment, furnishings, and supplies.	✓			
27. Machinery, fixtures, equipment, and supplies used in business.	✓			
28. Inventory.	✓			
29. Animals.	✓			
30. Crops growing or harvested. Give particulars.	✓			
31. Farming equipment and implements.	✓			
32. Farm supplies, chemicals, and feed.	✓			
33. Other personal property of any kind not already listed. Itemize.	✓			
Total ▶				\$ 10,070. <sup>00</sup>

0 continuation sheets attached

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

In re Jerry Leon Dees, Jr.  
Katherine V. Dees  
Debtor

Case No. \_\_\_\_\_  
(If known)

## SCHEDULE C—PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under:

(Check one box)

- ☐ 11 U.S.C. § 522(b)(1): Exemptions provided in 11 U.S.C. § 522(d). Note: These exemptions are available only in certain states.
- ☐ 11 U.S.C. § 522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local laws where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
4 acres/mobile home	6-10-2	7,500. <sup>00</sup>	18,000. <sup>00</sup>
Personal Property/ Autos/Household Furnishings	6-10-6		
Future wages	6-10-7		

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE D—CREDITORS HOLDING SECURED CLAIMS**

the name, mailing address, including zip code, and account number, if any, of all entities holding claims secured by property of the debtor as of the date of filing of the petition. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H—Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. <u>SPHS 03370005</u> <u>2200641</u> Bank America PO Box 11458 Pensacola, FL 32524	J	1993 Belmont 16x80 Mobile Home  VALUE \$ <u>18,000.00</u>				37,529.54 Balance	
ACCOUNT NO. Bartley H. Giles Route 2 Box 84 Maplesville, AL 36750	J	4 acres  VALUE \$ <u>8,000.00</u>				\$3,256.10	
ACCOUNT NO. <u>49519340</u> American General Finance 1726 E. Main St. Prattville, AL 36067		Rainbow Vac.  VALUE \$ <u>400.00</u>				1252.12	
ACCOUNT NO. <u>2712662111</u> The Peoples Bank & Trust PO Box 799 Selma, AL 36701		1992 Nissan Sentra  VALUE \$ <u>6,000.00</u>				6510.12	

☒ continuation sheets attached

Subtotal  
(Total of this page)

\$48,547.88

Total  
(Use only on last page)

\$48,547.88

(Report total also on Summary of Schedules.)

In re

Jerry Leon Dees, Jr  
Katherine V. Dees

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE E—CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name and mailing address, including zip code, and account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H—Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees, up to a maximum of \$2000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to a maximum of \$2000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

☐ Deposits by individuals

Claims of individuals up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

☒ Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(7).

1

continuation sheets attached

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE E—CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
			CONTINGENT	UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 418-08-9640 State of Alabama Income Tax Division		1994 Income Tax				331.00	
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							

Sheet no. 2 of 2 sheets attached to Schedule of Creditors  
Holding Priority Claims.Subtotal  
(Total of this page)

\$331.00

(Use only on last page of the completed Schedule E.)

Total

\$331.00

(Report total also on Summary of Schedules.)

Debtor

Case No. \_\_\_\_\_ (If known)

**SCHEDULE F—CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and account number, if any, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H—Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding unsecured non priority claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, OR JOINT	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 2715522111 The Peoples Bank & Trust PO Box 799 Selma, AL 36701	J	Signature Loan				2217.42
ACCOUNT NO. 810-509-890-2 JC Penny PO Box 30130 Tampa, FL 33630		Charge Card				694.56
ACCOUNT NO. 4266 5012 0108 2193 Bank One PO Box 182037 Columbus, OH 43218-2037		Charge Card				1953.60
ACCOUNT NO. 0651214584613 Sears Card PO Box 105702 Atlanta, GA 30348		Charge Card				531.33

1 continuation sheets attached

Subtotal ▶ \$ 5596.91

Total ▶ \$

(Report total also on Summary of Schedules.)

Leon Dees, Jr.  
 Katherine Y Dees  
 Debtor

Case No. \_\_\_\_\_  
 (If known)

## SCHEDULE G—EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any time-share interests.

State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease.

Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

☒ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

Dees, Jr.  
Catherine Y. Dees  
Debtor

Case No. \_\_\_\_\_

(If known)

# **SCHEDULE F—CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS** (Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 55474661 NorWest Financial 1217 7th St. S. Clanton, AL 35045		Signature Loan				1719.73
ACCOUNT NO. 07018611 Marvin's Bldg. PO Box 997 Pelham, AL 35124		Charge Account				299.50
ACCOUNT NO. 563994010 Credit First National Assoc. PO Box 81344 Cleveland, OH 44188-0344		Charge Card				515.51
ACCOUNT NO.						
ACCOUNT NO.						

Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal ▶ \$ 2534.74  
(Total of this page)

Total ▶ \$ 8131.65

(Use only on last page of the completed Schedule E.)  
(Report total also on Summary of Schedules.)

In re

Jerry Leon Dees, Jr.  
Katharine V. Dees

Case No. \_\_\_\_\_

(If known)

**SCHEDULE H—CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case.

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

In re Serry Leon Dees, Jr  
Katherine Y. Dees  
 Debtor

Case No. \_\_\_\_\_ (If known)

## SCHEDULE I—CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by a married debtor in a chapter 12 or 13 case whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE		
	NAMES	AGE	RELATIONSHIP
M	Nikita Ann Dees	9	Daughter
	Megan Ruth Dees	5	Daughter
Employment:	DEBTOR		SPOUSE
Occupation	Unemployed		Unemployed - Housewife
Name of Employer			
How long employed			
Address of Employer	December 11-layed off		

Should be called back 3-196

Income: (Estimate of average monthly income)

Current monthly gross wages, salary, and commissions

(pro rate if not paid monthly.)

Estimated monthly overtime

SUBTOTAL

LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify: )

SUBTOTAL OF PAYROLL DEDUCTIONS

TOTAL NET MONTHLY TAKE HOME PAY

Regular income from operation of business or profession or farm  
 (attach detailed statement)

Income from real property

Interest and dividends

Alimony, maintenance or support payments payable to the debtor for the  
 debtor's use or that of dependents listed above.

Social security or other government assistance unemployment  
 (Specify)

Pension or retirement income

Other monthly income

(Specify)

(Specify)

TOTAL MONTHLY INCOME 801.00

TOTAL COMBINED MONTHLY INCOME \$ 801.00

DEBTOR

SPOUSE

\$

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Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

In re

Jerry Leon Dees, Jr.  
Katherine Y. Dees

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE J—CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

Rent or home mortgage payment (include lot rented for mobile home)

Are real estate taxes included? Yes \_\_\_\_\_ No \_\_\_\_\_

Is property insurance included? Yes \_\_\_\_\_ No \_\_\_\_\_

Utilities Electricity and heating fuel

Water and sewer

Telephone

Other

Home maintenance (repairs and upkeep)

Food

Clothing

Laundry and dry cleaning

Medical and dental expenses

Transportation (not including car payments)

Recreation, clubs and entertainment, newspapers, magazines, etc.

Charitable contributions

Insurance (not deducted from wages or included in home mortgage payments)

Homeowner's or renter's

Life

Health

Auto

Other

Taxes (not deducted from wages or included in home mortgage payments)

Specify

Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)

Auto

Other

Other

Alimony, maintenance, and support paid to others

Payments for support of additional dependents not living at your home

Regular expenses from operation of business, profession, or farm (attach detailed statement)

Other

**TOTAL MONTHLY EXPENSES** (Report also on Summary of Schedules)

**FOR CHAPTER 12 AND 13 DEBTORS ONLY**

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income

B. Total projected monthly expenses

C. Excess income (A minus B)

D. Total amount to be paid into plan each

(interval)

(mortgage) \$ 248.00  
100.00

\$ 60.00

\$ 20.00

\$ 35.00

\$ 0.00

\$ 0.00

\$ 200.00

\$ 0.00

\$ 0.00

\$ 40.00

\$ 0.00

\$ 0.00

\$ —

\$ —

\$ —

\$ —

\$ —

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\$ —

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\$ —

\$ —

\$ —

\$ —

\$ 703.00

\$ 801.00

\$ 703.00

\$ 97.00

\$ —

Leon Dees, Jr.  
Katherine Y. Dees  
Debtor

Case No. \_\_\_\_\_ (If known)

## DECLARATION CONCERNING DEBTOR'S SCHEDULES

### DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date 1-19-96

Signature: [Signature]  
Debtor

Date 1-19-96

Signature: Kathi Y Dees  
(Joint Debtor, if any)

(If joint case, both spouses must sign.)

### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the \_\_\_\_\_ [the president or other officer or an authorized agent of the corporation  
or a member or an authorized agent of the partnership] of the \_\_\_\_\_ [corporation or partnership]  
named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief.  
(Total shown on summary page plus 1.)

Date \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of individual signing on behalf of debtor.)

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

## Form 7. STATEMENT OF FINANCIAL AFFAIRS

United States Bankruptcy Court  
MIDDLE DISTRICT OF ALABAMAIn re Jerry Leon Dees, Jr.

Case No. \_\_\_\_\_ (If known)

Debtor Katherine Y. Dees.

## STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouse filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs.

Questions 1 - 15 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 16 - 21. Each question must be answered. If the answer to any question is "None," or the question is not applicable, mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

## DEFINITIONS

**"In business."** A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within the two years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or person in control of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed.

**"Insider."** The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any person in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101(30).

To distinguish Husband (H), Wife (W), Joint (J) or Community (C) precede the answer with appropriate symbol. Example: (H) \$10,000.

## 1. Income from employment or operation of business

None ☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

SOURCE (if more than one)

AMOUNT

\$38,000.00

38,000.00

0.00

1994 Employment  
1995 Employment  
1996 Employment

## 2. Income other than from employment or operation of business

None ☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

SOURCE

AMOUNT

None - have filed for unemployment

payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$1000 to any creditor, made within 90 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None ☒ b. List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
---	-----------------	-------------	--------------------

None ☒ 4. Suits, executions, garnishments and attachments

a. List all suits to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT AND LOCATION	STATUS OR DISPOSITION
---------------------------------	----------------------	--------------------	-----------------------

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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## Foreclosures and returns

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF CREDITOR OR SELLERDATE OF REPOSSESSION,  
FORECLOSURE SALE,  
TRANSFER OR RETURNDESCRIPTION  
AND VALUE OF  
PROPERTY

## 6. Assignments and receiverships

None



a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF ASSIGNEEDATE OF  
ASSIGNMENTTERMS OF  
ASSIGNMENT  
OR SETTLEMENT

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

NAME AND ADDRESS  
OF CUSTODIANNAME AND LOCATION  
OF COURT  
CASE TITLE & NUMBERDATE OF  
ORDERDESCRIPTION  
AND VALUE OF  
PROPERTY

## 7. Gifts

None



List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF PERSON  
OR ORGANIZATIONRELATIONSHIP  
TO DEBTOR,  
IF ANYDATE  
OF GIFTDESCRIPTION  
AND VALUE  
OF GIFT

losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION  
AND VALUE OF  
PROPERTY

DESCRIPTION OF CIRCUMSTANCES AND, IF  
LOSS WAS COVERED IN WHOLE OR IN PART  
BY INSURANCE, GIVE PARTICULARS

DATE OF  
LOSS

9. Payments related to debt counseling or bankruptcy

None ☒ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS  
OF PAYEE

DATE OF PAYMENT,  
NAME OF PAYOR IF  
OTHER THAN DEBTOR

AMOUNT OF MONEY OR  
DESCRIPTION AND VALUE  
OF PROPERTY

10. Other transfers

None ☒ List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE,  
RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY  
TRANSFERRED  
AND VALUE RECEIVED

11. Closed financial accounts

None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF INSTITUTION

TYPE AND NUMBER  
OF ACCOUNT AND  
AMOUNT OF FINAL BALANCE

AMOUNT AND  
DATE OF SALE  
OR CLOSING

are deposit or other box or depository in which the debtor has or had securities, cash, or other valuables one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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### 13. Setoffs

None



List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATE OF  
SETOFFAMOUNT OF  
SETOFF

### 14. Property held for another person

None



List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS  
OF OWNERDESCRIPTION AND VALUE  
OF PROPERTY

LOCATION OF PROPERTY

### 15. Prior address of debtor

None



If the debtor has moved within the two years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS

NAME(S) USED

DATES OF OCCUPANCY

to be completed by every debtor that is a corporation or partnership and by any individual debtor who, within the two years immediately preceding the commencement of this case, any of the following: an officer, director, partner, or owner of more than 5 percent of the voting securities of a corporation; a partner, other than a limited partner, in a partnership; a sole proprietor or otherwise self-employed.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within the two years immediately preceding the commencement of this case.)

16. Nature, location and name of business

None



a. If the debtor is an individual, list the names and addresses of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the two years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the two years immediately preceding the commencement of this case.

b. If the debtor is a partnership, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities, within the two years immediately preceding the commencement of this case.

c. If the debtor is a corporation, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities within the two years immediately preceding the commencement of this case.

NAME AND ADDRESS

NATURE OF BUSINESS

BEGINNING AND ENDING  
DATES OF OPERATION

17. Books, records and financial statements

None



a. List all bookkeepers and accountants who within the six years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME AND ADDRESS

creditors and other parties, including mercantile and trade agencies, to whom a financial statement within the two years immediately preceding the commencement of this case by the debtor.

NAME AND ADDRESS

DATE ISSUED

None ☒ 18. Inventories

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DOLLAR AMOUNT OF INVENTORY  
(Specify cost, market or other basis)

DATE OF INVENTORY

INVENTORY SUPERVISOR

None ☐

b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

NAME AND ADDRESSES OF CUSTODIAN  
OF INVENTORY RECORDS

DATE OF INVENTORY

None ☒

19. Current Partners, Officers, Directors and Shareholders

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

PERCENTAGE OF INTEREST

NAME AND ADDRESS

NATURE OF INTEREST

None ☒

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting securities of the corporation.

NATURE AND PERCENTAGE  
OF STOCK OWNERSHIP

NAME AND ADDRESS

TITLE

# men of this case

ADDRESS

DATE OF WITHDRAWAL

b. If the debtor is a corporation, list all officers, or, if a sole proprietor, list the owner, for the year immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

AMOUNT OF MONEY

NAME & ADDRESS  
OF RECIPIENT,

DATE AND PURPOSE  
OF WITHDRAWAL

AMOUNT OF MONEY  
OR DESCRIPTION  
AND VALUE OF PROPERTY

*[If completed by an individual or individual and spouse]*

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date 1-19-96

Signature of Debtor *[Signature]*

Date 1-19-96

Signature of Joint Debtor (if any) *[Signature]*

*[If completed on behalf of a partnership or corporation]*

I, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

[An individual signing on behalf of a partnership or corporation must indicate a position or relationship to debtor.]

\_\_\_\_\_ continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571

## STATEMENT PURSUANT TO RULE 2016(b)

UNITED STATES BANKRUPTCY COURT FOR THE

MIDDLE DISTRICT OF ALABAMA

re

Jerry Leon Dees &amp; Katherine Y. Dees

Case No. ....

Debtor [set forth here all names including trade names used by Debtor within last 6 years].

Social Security Number .....

The undersigned, pursuant to Rule 2016(b) Bankruptcy Rules, states that:

- (1) The undersigned is the attorney for the debtor(s) in this case.
- (2) The compensation paid or agreed to be paid by the debtor(s) to the undersigned is:
- |  |           |
|--|-----------|
| (a) for legal services rendered or to be rendered in contemplation of and in connection with this case | \$ 750.00 |
| (b) prior to filing this statement, debtor(s) have paid  | \$ -0-    |
| (c) the unpaid balance due and payable is <u>Cash</u>  | \$ 750.00 |
- (3) \$ 175.00 of the filing fee in this case has been paid.
- (4) The services rendered or to be rendered include the following:
- (a) analysis of the financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition under title 11 of the United States Code.
  - (b) preparation and filing of the petition, schedules, statement of affairs and other documents required by the court.
  - (c) representation of the debtor(s) at the meeting of creditors.
- (5) The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and
- (6) The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and
- (7) The undersigned has received no transfer, assignment or pledge of property except the following for the value stated:
- (8) The undersigned has not shared or agreed to share with any other entity, other than with members of undersigned's law firm, any compensation paid or to be paid except as follows:

Respectfully submitted, L. Boggs

Attorney for Petitioners

Debtor's name and address

1-19-26  
 William P. Boggs, P.O. Box 597  
 Clanton, AL 35046 (205) 755-0638

STATEMENT OF COMPENSATION: RULE 2016(b)

## Form 8. CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF ALABAMA

Case No. \_\_\_\_\_

re Serry Leon Dees, Jr

Chapter \_\_\_\_\_

Debtor  
Katherine U. Dees

## CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

1. I, the debtor, have filed a schedule of assets and liabilities which includes consumer debts secured by property of the estate.
2. My intention with respect to the property of the estate which secures those consumer debts is as follows:

## a. Property to Be Surrendered.

Description of Property

Creditor's name

## b. Property to Be Retained. (Check applicable statement of debtor's intention concerning reaffirmation, redemption, or lien avoidance.)

Description  
of  
propertyCreditor's  
nameDebt will be  
reaffirmed  
pursuant to  
§ 524(c)Property is  
claimed as ex-  
empt and will  
be redeemed  
pursuant to  
§ 722Lien will be  
avoided pursuar  
to § 522(f) and  
property will  
be claimed as  
exempt

1993 mobile Home

✓

✓

4 acres

Bartley Giles

✓

✓

3. I understand that § 521(2)(B) of the Bankruptcy Code requires that I perform the above stated intention within 45 days of filing of this statement with the court, or within such additional time as the court, for cause, within such 45-day period fixes.

Date: 1-19-96

Signature of Debtor

Katherine U. Dees

CH7 MINUTES OF SECTION 341 MEETING OF CREDITORS

Case Number

**\*\* 96-01396 \*\***

Debtor's  
Attorney

Attorney  
Fees

Date of 34  
Meeting

Debtor's Name

DEES, JERRY LEON, JR

BOGGS, W

750.00

05/10/96

Joint Debtor

DEES, KATHERINE Y

341 Completed:

(YES)

☒

(NO)

☐

Continued To:

/ /

NEW ADDRESS:

APPEARANCES:

*Seals*

ASSET:

(YES)

☐

(NO)

☒

NOTES:

*Reggie A. Perkins*  
PRESIDING OFFICER

FORM B9A (Rev. 12/94)		United States Bankruptcy Court MIDDLE DISTRICT OF ALABAMA Case Number: 96-01396-APG-7		NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES (Individual or Joint Debtor No Asset Case)	
In re (Name of Debtor) DEES, JERRY LEON, JR  DEES, KATHERINE Y		Address of Debtor 10567 US HWY 82 MAPLESVILLE, AL 36750  Date Filed April 1, 1996		Soc. Sec./Tax ID Nos. SSN: 418-08-9640 EIN: N/A  SSN: 539-98-5505 EIN: N/A	
Addressee: JERRY LEON DEES, JR 10567 US HWY 82 MAPLESVILLE AL 36750		Address of the Clerk of the Bankruptcy Court U. S. BANKRUPTCY COURT POST OFFICE BOX 1248 MONTGOMERY, AL 36102-1248			
Name and Address of Attorney for Debtor William P. Boggs P. O. Box 597 Clanton, AL 35045		Telephone Number (205) 755-0638		Name and Address of Trustee Tom McGregor P. O. Box 11092 Montgomery, AL 36111  Telephone Number (334) 264-2226	
DATE, TIME, AND LOCATION OF MEETING OF CREDITORS May 10, 1996, 10:30 A.M., Courtroom No. 2, U. S. Bankruptcy Court, One Court Square, Montgomery, Alabama					
DISCHARGE OF DEBTS July 9, 1996 is the Deadline to File a Complaint Objecting to the Discharge of the Debtor or to Determine Dischargeability of Certain Types of Debts.					
AT THIS TIME THERE APPEAR TO BE NO ASSETS AVAILABLE FROM WHICH PAYMENT MAY BE MADE TO UNSECURED CREDITORS. DO NOT FILE A PROOF OF CLAIM UNTIL YOU RECEIVE NOTICE TO DO SO.					
COMMENCEMENT OF CASE. A petition for liquidation under chapter 7 of the Bankruptcy Code has been filed in this court by or against the person or persons named above as the debtor, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court, including lists of the debtor's property, debts, and property claimed as exempt are available for inspection at the office of the clerk of the bankruptcy court.					
CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money or property. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wage deductions. If unauthorized actions are taken by a creditor against a debtor, the court may penalize that creditor. A creditor who is considering taking action against the debtor or the property of the debtor should review § 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is not permitted to give legal advice.					
MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may elect a trustee other than the one named above, elect a committee of creditors, examine the debtor, and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.					
LIQUIDATION OF THE DEBTOR'S PROPERTY. The trustee will collect the debtor's property and turn any that is not exempt into money. At this time, however, it appears from the schedules of the debtor that there are no assets from which any distribution can be paid to creditors. If at a later date it appears that there are assets from which a distribution may be paid, the creditors will be notified and given an opportunity to file claims.					
EXEMPT PROPERTY. Under state and federal law, the debtor is permitted to keep certain money or property as exempt. If a creditor believes that an exemption of money or property is not authorized by law, the creditor may file an objection. An objection must be filed not later than 30 days after the conclusion of the meeting of creditors.					
DISCHARGE OF DEBTS. The debtor is seeking a discharge of debts. A discharge means that certain debts are made unenforceable against the debtor personally. Creditors whose claims against the debtor are discharged may never take action against the debtor to collect the discharged debts. If a creditor believes that the debtor should not receive any discharge of debts under § 727 of the Bankruptcy Code or that a debt owed to the creditor is not dischargeable under § 523(a)(2), (4), (6), or (15) of the Bankruptcy Code, timely action must be taken in the bankruptcy court by the deadline set forth above in the box labeled "Discharge of Debts." Creditors considering taking such action may wish to seek legal advice.					
DO NOT FILE A PROOF OF CLAIM UNLESS YOU RECEIVE A COURT NOTICE TO DO SO					
For the Court:		/s/ Kathryn Hawk, Clerk of Court Clerk of the Bankruptcy Court		Certified Date of Mailing Date	

The undersigned, Deputy Clerk of the United States Bankruptcy Court for the Middle District of Alabama, her by certifies that a copy of the document on which this stamp appears was mailed this date to all parties in interest herein as required by the Bankruptcy Code and Rules of Bankruptcy Procedure.

DATED:

4-3-96

Deputy Clerk

## BANKRUPTCY CASE CLOSING REPORT

MIDDLE DISTRICT OF ALABAMA

Debtor : DEES, JERRY LEON, JR  
 DEES, KATHERINE Y

Trustee : MCGREGOR, T

1) District	-	1127	
2) Office	-	2	
3) Docket #	-	9601396	
4) Reopen Code	-		
5) Judge	-	A332	
6) Trustee	-	McGr	
7) Disposition	-	1 - GRANTED	
8) Chapter	-	1	
9) Chapter Pln. Cnf.	-		
10) Chapter 11 Percent	-		
11) Future Ch. 11 Payments	-	0	
12) Dateclose	-	960826	
13) Cash Receipts	-		0.00
14) Total Trustee Comp.	-		0.00
15) Trustee Attorney Fee	-		0.00
16) Other Professional Fee	-		0.00
and All Other Expenses			
17) Secured Creditors	-		0.00
18) Priority Creditors	-		0.00
19) Unsecured Creditors	-		0.00
20) Equity Security Holders	-		0.00
21) Payments to Debtor	-		0.00
22) Other Distributions	-		0.00
(excluding to debtor)			

If you do not transmit data electronically, forward this form (BC100B) to:

Administrative Office of U.S. Courts  
 ATTN: Statistics Division  
 Washington, DC 20544

CLOSING CHECKLIST  
CHAPTER 7 NO-ASSET CM

- ☒ 1. Report of No-Asset (hold for 30 days before closing).
- ☒ 2. Make sure discharge is entered and done correctly.
- ☒ 3. Adversaries still pending (computer should show).
- ☒ 4. Motions for hearings on reaffirmation without orders.
- ☒ 5. Motions of any kind without orders.
- ☒ 6. Make sure filing fees have been paid.
- ☒ 7. Check conversion cases for everything.
- ☒ 8. Check 341 hearing memo (yellow) to see if 341 hearing was completed.

## BANKRUPTCY CASE CLOSING REPORT

MIDDLE DISTRICT OF ALABAMA

Debtor : DEES, JERRY LEON, JR  
 DEES, KATHERINE Y

Trustee : MCGREGOR, T

1) District	-	1127	
2) Office	-	2	
3) Docket #	-	9601396	
4) Reopen Code	-		
5) Judge	-	A332	
6) Trustee	-	McGr	
7) Disposition	-	1 - GRANTED	
8) Chapter	-	1	
9) Chapter Pln. Cnf.	-		
10) Chapter 11 Percent	-		
11) Future Ch. 11 Payments	-	0	
12) Dateclose	-	960826	
13) Cash Receipts	-		0.00
14) Total Trustee Comp.	-		0.00
15) Trustee Attorney Fee	-		0.00
16) Other Professional Fee	-		0.00
and All Other Expenses			
17) Secured Creditors	-		0.00
18) Priority Creditors	-		0.00
19) Unsecured Creditors	-		0.00
20) Equity Security Holders	-		0.00
21) Payments to Debtor	-		0.00
22) Other Distributions	-		0.00
(excluding to debtor)			

If you do not transmit data electronically, forward this form (BC100B) to:

Administrative Office of U.S. Courts  
 ATTN: Statistics Division  
 Washington, DC 20544

UNITED STATES BANKRUPTCY COURT  
Middle District of Alabama

PROOF OF CLAIM  
CHAPTER 07

In re (Name of Debtor)  
JERRY LEON DEES JR

Case Number  
96-01396

FILED

-8 PM 4:46

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. 503.

Name of Creditor (Person or entity debtor owes)  
NORWEST FINANCIAL ASSIGNEE OF  
TERMPAN INC.

☐ Check box if you are aware anyone else has filed a claim relating to your claim

KATHY N. HARRIS, CLERK  
U.S. BANKRUPTCY COURT  
MONTGOMERY, ALABAMA

Name and Addresses Where Notices Should be Sent

☐ Check box if you have never received any notices from the bankruptcy court in this case

NORWEST FINANCIAL ASSIGNEE OF  
TERMPAN INC.

610 JACKSON AVE

CLANTON, AL

35045

☐ Check box if address differs from address on envelope sent to you by the court

THIS SPACE IS FOR  
COURT USE ONLY

Telephone No. (334) 832-4200 Ext 34 or 26

Account or Number by which creditor identifies debtor:  
55676661

Check here if this claim ☐ replaces a previously file claim .....  
☐ amends

1. BASIS FOR CLAIM

- ☐ Goods sold  
☐ Services performed  
☒ Money loaned  
☐ Personal injury/wrongful death  
☐ Taxes  
☐ Other (describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. 1114(a)  
☐ Wages, salaries, and compensation (Fill out below)  
Your social security number \_\_\_\_\_  
Unpaid compensations for services performed  
from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

2. DATE DEBT WAS INCURRED: 6/21/94

3. IF COURT JUDGMENT, DATE OBTAINED: 0/00/00

4. CLASSIFICATION OF CLAIM. Under the Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☐ SECURED CLAIM..... \$.00  
Attach evidence of perfection of security interest  
Brief description of collateral:  
☐ Real Estate ☐ Motor Vehicle ☐ Other-describe

☐ UNSECURED PRIORITY CLAIM..... \$.00  
Specify the priority of the claim  
☐ Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of petition or cessation of the debtor's business, whichever is earlier 11 USC 507 (a)(3)

Amount of arrearage and other charges included in claim above, if any, \$ \_\_\_\_\_

☐ Contributions to an employee benefit plan - U.S.C 507 (a)(4)

☒ UNSECURED NONPRIORITY CLAIM.... \$1,715.02  
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. 507 (a)(6)  
☐ Taxes or penalties of governmental units - 11 USC 507 (a)(7)  
☐ Other - 11 U.S.C. 507(a)(2), (a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASED FILED:

Unsecured.... \$1,715.02 Secured.... \$.00 Priority.... \$.00 TOTAL.... \$1,715.02

☐ Check box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges. INT... .00 CC... .00 FEE 223.70

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant had deducted all amounts that claimant owes to debtor. .00

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME STAMPED COPY: To receive an acknowledgment of the filings of your claim, enclose a stamped, self addressed envelope and copy of this proof of claim.

Date

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim  
(attach copy of power of attorney, if any)  
7/03/96 CHARLES N. PARNELL, III ATTORNEY AT LAW

802055-1

Penalty for presenting fraudulent claim. Fine of up to \$500 or imprisonment for up to 5 years or both. 18 USC 152 and 3571

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF ALABAMA**FILED**In re JERRY LEON JR DEES  
418-08-9640

\$

\$

96 JUN -3 AM 10:13

DEBTOR

\$

\$

BK NO. 96-01008  
1008 BY M. HAWK, CLERK  
U.S. BANKRUPTCY COURT  
MONTGOMERY, ALABAMAPROOF OF CLAIM

1. The undersigned, who resides in Montgomery, Alabama, is Assistant Counsel for the State of Alabama Department of Revenue and is duly authorized to make this Claim on behalf of the State of Alabama, the claimant herein.

2. The Debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, for the tax specified and in the amount shown below, as follows:

<u>KIND OF TAX AND PERIOD</u>	<u>TOTAL AMOUNT DUE</u>
Income CY 1994	\$ 358.06

3. This liability is based upon taxes, etc., due as a result of Code of Alabama 1975, §40-18-1, et seq.

4. An itemized statement of taxes due is attached hereto.

5. No judgement has been rendered on the claim.

6. The amount of any payments on this claim have been credited and deducted for the purpose of making this proof of claim.

7. This claim is not subject to any setoff or counterclaim.

8. No security interest is held for this claim.

9. This claim is filed as a PRIORITY CLAIM pursuant to 11 U.S.C., §507(a)(8).

STATE OF ALABAMA  
DEPARTMENT OF REVENUE  
P.O. Box 320001  
Montgomery, Alabama 36132-0001  
(334) 242-9690

\_\_\_\_\_  
Claim Number  
(For Office Use Only)

Mark D. Griffin  
MARK D. GRIFFIN, Assistant Counsel

DATED: May 24, 1996

## United States Bankruptcy Court

FILED

For the Middle District of Alabama

SS APR 16 AM 8:47

In re Katherine, Terry DeesCase No. 96-01389-APG-7  
MONTGOMERY, ALABAMADebtor 10567 Hwy 82  
Maplesville, AL 36750

## PROOF OF CLAIM

1. [If claim is made by agent] The undersigned is the agent of American General Finance, Inc.1726 E. Main StreetPrattville AL 36066

(office mailing address)

, and is  
authorized to make this proof of claim on behalf of the claimant.2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of  
\$ 1180.58

3. The consideration for this debt [or ground of liability] is as follows: See attached copy of note.

4. [If the claim is founded on writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto].

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on \_\_\_\_\_,  
as shown by the itemized statement attached hereto. [Open end (OEL) or revolving loans only.]

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except \_\_\_\_\_

7. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counterclaim except \_\_\_\_\_

9. No security interest is held for this claim except see attached Security agreement

[If security interest in property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. [If priority is claimed, state the amount and basis thereof.]

11. The undersigned claims interest from the date of filing under the writing referred to in paragraph 4 hereof.

12. The arrears at time of filing [or as of 4/15/96] are as follows: account up to date  
292.61 through April

The undersigned claims any allowable interest on these arrears.

The undersigned hereby rejects [or accepts] the debtor's plan [Chapter 11, 12, 13 cases only].

13. This claim is filed as SECURED UNSECURED [ ].\$ 1180.58  
Total Amount ClaimedClaim Number  
(For Office Use Only)

Name of Creditor:

American General Finance, INC.

(Print or Type Full Name of Creditor)

Dated:

4/15/96

Signed:

[Signature]

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., §152.

\*State mailing address.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

<b>United States Bankruptcy Court</b>		<b>96-01396-APC-7</b>	<b>FILED</b>
MIDDLE District of ALABAMA			
In re (Name of Debtor) <b>JERRY L. DEES, JR.</b>		Chapter 7xx 11 12 13	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) <b>THE PEOPLES BANK &amp; TRUST CO.</b>		KATHRYN L. HARRIS, CLERK U.S. BANKRUPTCY COURT MONTGOMERY, ALABAMA	
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <b>2715522111</b>		THIS SPACE IS FOR COURT USE ONLY DEPUTY CLERK	
Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____			
<b>1. BASIS FOR CLAIM</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date)			
<b>2. DATE DEBT WAS INCURRED</b> <b>3/2/94</b>		<b>3. IF COURT JUDGMENT, DATE OBTAINED:</b>	
<b>4. CLASSIFICATION OF CLAIM.</b> Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.			
<input type="checkbox"/> <b>SECURED CLAIM \$</b> _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____ <input checked="" type="checkbox"/> <b>UNSECURED NONPRIORITY CLAIM \$ 2,401.72</b> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		<input type="checkbox"/> <b>UNSECURED PRIORITY CLAIM \$</b> _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(8)—(Circle applicable §)	
<b>5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:</b> \$ <b>2,401.72</b> (Unsecured)      \$ _____ (Secured)      \$ _____ (Priority)		\$ <b>2,401.72</b> (Total)	
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
<b>6. CREDITS AND SETOFFS:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<b>7. SUPPORTING DOCUMENTS:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.	
<b>8. TIME-STAMPED COPY:</b> To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		<input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
DATE <b>APRIL 5, 1996</b>			

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH COURT UNLESS CLAIM IS FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR.

Creditor's Name **THE PEOPLES BANK & TRUST CO.**  
 Address **310 BROAD STREET**  
**SELMA, ALABAMA 36703**  
 By: *Ausie Burnside* (Zp)  
 (Signature of individual, Attorney, Agent or Party authorized to make proof of claim.)  
 If entity OTHER than the creditor is to receive notices and distributions, COMPLETE BELOW:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 (City) (State) (Zip)

002715522111 MR JERRY L DEES JR  
 2.217.42 CONTRACT DATE 03/02/94 LOAN STATUS  
 REBATE INT 25.02 ADVANCE DATE 03/02/94 PROCESS STAT  
 REBATE INS 3.17 MATURITY DATE 09/09/96 REMAIN TERM 004  
 INS DUE .00 NON-ACCR DATE 00/00/00 NON-ACCR STAT ACCRUING  
 ESCROW AMT LAST TRAN DATE 03/19/96 INTEREST TYPE ADD-ON  
 LATE FEES 184.30 LST MAINT DATE 03/04/94 REPYMT METHOD COUPON BOOK  
 LOAN FEES .00 LAST PRIN TRAN 12/20/95 EARN METHOD 78THS  
 PREPYMT PEN .00 RIGHT TO CURE 00/00/00 REBATE METHOD 78THS  
 PAYOFF 1 2.373.53 ACCR THRU DATE 04/03/96 BOUGHT LOAN NO  
 PAYOFF 2 2.384.81 PAYOFF CHANGE 05/02/96 RENEGOTIATED NO  
 PAST DUE 739.14 PYMTS PAID TO 12/09/95 DAYS PAST DUE 085  
 NEXT DUE 246.38 NEXT PYMT DATE 01/09/96 PYMTS REMAIN 0009  
 LAST PYMT 250.00 LAST PYMT DATE 12/20/95 PYMTS PAID 0021  
 PARTIAL PD .00 ACCRUAL BASE 365/365 CUSTOMER TYPE  
 SUBDZ PYMT .00 AFR 13.49800 OFFICER BWM  
 LOAN AMT 7.391.40 BRANCH 0027 EXTENSIONS 00  
 NON-ACCR .00 CLASS 6B RENEWALS 00  
 MIN EARN 1.00 COLL CODE 01 \*\*\*\*\* TIMES LATE \*\*\*\*\*  
 REBATE RES DIRECT/INDIR DIRECT 05 11 15 30 60 90  
 AMT FINCD 6.227.68 INTEREST RATE 13.49800 24 22 19 4 1 0  
 PER DIEM .41700  
 PLDILO PL DISPLAY LOAN BANK 004  
 ( FWD )

SEC/UNSEC 78THS

002715522111 MR JERRY L DEES JR  
ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	03/02/94	03/04/94	AC59	35.00	LOAN FEE INCREASE
2	03/02/94	03/04/94	AC59	18.25	LOAN FEE INCREASE
3	03/02/94	03/04/94	TC51	5.968.98	ADVANCE
4	03/02/94	03/04/94	AC73	258.70	GENERATED INSURANCE DISBURSMEN
5	03/04/94	03/04/94	TC17	35.00	LOAN FEE PAYMENT
6	04/19/94	04/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
7	04/25/94	04/25/94	TC11	258.69	SCHEDULED PAYMENT - AUTO SPLI
8	05/19/94	05/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
9	05/31/94	05/31/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
10	06/20/94	06/20/94	AC58	12.31	LATE FEE ASSESSED INCREASE
11	06/27/94	06/27/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
12	07/19/94	07/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
13	08/08/94	08/08/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
14	08/19/94	08/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
15	08/29/94	08/29/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
16	09/19/94	09/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
17	10/03/94	10/03/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY ( 010180 )

PLDILO

PL DISPLAY LOAN

BANK 00

( FWD )

SEC/UNSEC 78THS

002715522111 MR JERRY L DEES JR  
ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	10/19/94	10/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
2	10/31/94	10/31/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
3	11/21/94	11/21/94	AC58	12.31	LATE FEE ASSESSED INCREASE
4	12/12/94	12/12/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
5	12/19/94	12/19/94	AC58	12.13	LATE FEE ASSESSED INCREASE
6	12/27/94	12/27/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
7	01/19/95	01/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
8	01/30/95	01/30/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
9	02/20/95	02/20/95	AC58	12.31	LATE FEE ASSESSED INCREASE

17 06/30/95 06/30/95 TC11 250.00 SCHEDULED PAYMENT - AUTO SPLIT  
 TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY ( 010180 )  
 FLDILO PL DISPLAY LOAN BANK 0048

( LST  
 SEC/UNSEC 78THS 002715522111 MR JERRY L DEES JR

ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	07/19/95	07/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
2	08/09/95	08/09/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
3	08/21/95	08/21/95	AC58	12.13	LATE FEE ASSESSED INCREASE
4	08/29/95	08/29/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
5	09/19/95	09/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
6	10/02/95	10/02/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
7	10/19/95	10/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
8	10/23/95	10/23/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
9	11/20/95	11/20/95	AC58	12.31	LATE FEE ASSESSED INCREASE
10	12/01/95	12/01/95	TC11	258.69	SCHEDULED PAYMENT - AUTO SPLIT
11	12/19/95	12/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
12	12/20/95	12/20/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
13	01/19/96	01/19/96	AC58	12.31	LATE FEE ASSESSED INCREASE
14	02/19/96	02/19/96	AC58	12.31	LATE FEE ASSESSED INCREASE
15	03/01/96	02/29/96			BALANCE CHECK POINT RECORD
16	03/19/96	03/19/96	AC58	12.31	LATE FEE ASSESSED INCREASE
17	04/01/96	03/29/96			BALANCE CHECK POINT RECORD

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY ( 010180 )

**BANK AND TRUST CO**  
**510 BROAD STREET PO BOX 799**  
**SELMA, AL 36701**

**JERRY L DEES**  
**10567 U.S. HWY 82**  
**MAPLESVILLE, AL 36750**

Loan Number **2715522111**  
 Date **MARCH 2, 1994**  
 Maturity Date **SEP. 9, 1996**  
 Loan Amount \$ **7,391.40**  
 Renewal Of **2713242911--BAM**  
**PL-45-6B-COL-01**

**LENDER'S NAME AND ADDRESS**

"You" means the Lender, its successors and assigns.

**BORROWER'S NAME AND ADDRESS**

"I" includes each Borrower above, jointly and severally.

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the sum of: **SEVEN THOUSAND THREE HUNDRED NINETY ONE AND 40/100\*** Dollars \$ **7,391.40**

☐ INTEREST SURCHARGE - I also agree to pay a fee of \$ \_\_\_\_\_, and it will be ☐ paid pro rata over the loan term. ☐ paid in cash.

(The sum above already includes this fee unless it is paid in cash. This fee may be refundable.)

PAYMENT - I will pay this note as follows:

(a) ☒ in **30** installments of \$ **246.38** each, beginning **APR. 9, 1994** and continuing on the same day of each **EX** month

☐ thereafter until paid in full.

(b) ☐ (other) \_\_\_\_\_

PAYMENTS - This is a precomputed note which means that the sum I have agreed to pay already includes the finance charges payable hereafter to maturity.

PREPAYMENT - I may prepay this note in whole or in part at any time. However, any partial prepayment will not reduce or excuse any subsequently scheduled payments until this note is paid in full. Page 2 states the rules for calculating rebates in the event I prepay in full.

☐ MINIMUM FINANCE CHARGE - I agree to pay \$ \_\_\_\_\_ instead of finance charges if at the time I pay off this note you have not earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on the portion of any payment made 10 days or more after it is due equal to 5% of the unpaid amount or \$0.50, whichever is greater, up to \$100.00.

POST-MATURITY INTEREST - Interest will accrue at the rate of **13.470** % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS **CONSUMER: CONSOLIDATE**

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☐ is ☒ is not further secured.

(a) ☐ This loan is secured by \_\_\_\_\_, dated \_\_\_\_\_.

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for \_\_\_\_\_ purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly cost	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit received to use on my credit	TOTAL OF PAYMENTS The amount I will have paid when I finish paying this loan	I have the right to receive at this time an itemization of the amount I financed
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		NO - I do not want an itemization
<b>30</b>	<b>\$246.38</b>	<b>MONTHLY BEGINNING APRIL 9, 1994</b>		"e" means an estimate.
	\$			\$ Filing Fees
	\$			\$ Nonfiling Insurance
	\$			
Security - I am giving a security interest in: <input type="checkbox"/> (brief description of other property)				
<input type="checkbox"/> the goods or property being purchased.				
<input checked="" type="checkbox"/> collateral securing other loans with you may also secure this loan.				
<input checked="" type="checkbox"/> my deposit accounts and other rights to the payment of money from you.				
Late Charge - I will be charged a late charge on the portion of any payment made 10 days or more after it is due equal to 5% of the unpaid amount, or \$0.50, whichever is greater, up to \$100.00.				
Prepayment - If I pay off this note early, I <input checked="" type="checkbox"/> may <input type="checkbox"/> will not be entitled to a refund of part of the finance charge.				
<input type="checkbox"/> Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.				
I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.				

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	\$ <b>258.70</b>	<b>30 MOS</b>
Credit Disability		
Joint Credit Life		

I ☒ do ☐ do not want credit life insurance.

I ☐ do ☐ do not want credit disability insurance.

I ☐ do ☐ do not want joint credit life insurance.

I ☐ do ☐ do not want \_\_\_\_\_ insurance.

X **Jerry L Dees** DOB **01/19/63**

X \_\_\_\_\_ DOB \_\_\_\_\_

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you, or may provide it through an existing policy. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you, or may provide it through an existing policy. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ <b>2,171.94</b>
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ <b>3,762.04</b>
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ <b>258.70</b>
to Public Officials	\$ _____
PROCESSING FEE	\$ <b>35.00</b>
(less) PREPAID FINANCE CHARGE(S)	\$ _____
Amount Financed	\$ <b>6,227.68</b>

(Add all items financed and subtract prepaid finance charges.)

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal on this **2ND** day of **MARCH, 1994**. By doing so, I agree to the terms of this note and security agreement (including those on page 2) and acknowledge receipt of at least one copy on today's date.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.  
 CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Signature **X Jerry L Dees** (SEAL)

Signature \_\_\_\_\_ (SEAL)

**USURY** - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

**POST-MATURITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal; or
- On the date you accelerate the due date of this loan (demand immediate payment).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFAULT** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;
- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
- Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- The Property is damaged, destroyed or stolen;
- I fail to provide any additional security that you may require;
- Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
- Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

**REMEDIES** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- After applying the rebate described on page 1, make unpaid principal, interest and all other agreed charges I owe you under this note immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

**COSTS OF COLLECTION AND ATTORNEYS' FEES** - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes the amount financed is more than \$300.00, your reasonable attorneys' fees of up to 15% of the unpaid debt if you refer collection of this note to an attorney who is not your related employee. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy law or any other state or federal law that provides for a claim for relief is filed against me by another.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**OTHER SECURITY** - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

**OBLIGATIONS INDEPENDENT** - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**WAIVER** - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

**PRIVACY** - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

**RETURNED CHECK CHARGE** - I agree to pay a charge of not more than the greater of \$20.00 or an amount equal to the actual charge by a depository institution if any instrument I give to you to pay this note is dishonored.

**FINANCIAL STATEMENTS** - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

**PURCHASE MONEY LOAN** - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

**PREPAYMENT** - If and when prepaid in full, or upon maturity by acceleration, if the original note term is more than 61 months, you will refund that portion of the finance charge as computed by the actuarial method. If the original note term is 61 months or less, you will refund that portion of the finance charge as computed by the Rule of 78's or sum of the digits method. No refund of less than \$1.00 will be made.

#### ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

**PROPERTY** - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

**WAIVER** - To the extent permitted by law, I waive all personal property exemptions in the property securing this loan.

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Alabama. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT AND REMEDIES** - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at a rate equal to the rate shown in the "POST-MATURITY INTEREST" paragraph on page 1 until paid in full;
- Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice, and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may demand payment of the balance of the debt.
- Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

**FILING** - A copy of this security agreement may be used as a financing statement when allowed by law.

#### THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME \_\_\_\_\_

X \_\_\_\_\_

(SEAL)

#### NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

<b>PROOF OF CLAIM</b> Case Number		<b>FILED</b>  APR 8 1996  KATHRYN M. HAWK, CLERK U.S. BANKRUPTCY COURT MONTGOMERY, ALABAMA
<b>United States Bankruptcy Court</b> MIDDLE District of <u>ALABAMA</u>	Case Number <u>96-01396-APG-7</u>	
In re (Name of Debtor) <b>JERRY L. DEES, JR.</b>	Chapter <u>XX</u> 11 12 13	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <b>THE PEOPLES BANK &amp; TRUST CO.</b>		THIS SPACE IS FOR COURT USE ONLY
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>2712662111</u>	Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date)	
2. DATE DEBT WAS INCURRED <u>4/23/93</u>	3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		
<input checked="" type="checkbox"/> SECURED CLAIM \$ <u>7,156.13</u> Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) <b>1992 NISSAN SENTRA</b> Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ <u>492.80</u>	<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(8)—(Circle applicable §)	
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ _____ (Unsecured) \$ <u>7,156.13</u> (Secured) \$ _____ (Priority)		\$ <u>7,156.13</u> (Total)
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars:
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		<input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
DATE <u>APRIL 5, 1996</u>		

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH COURT UNLESS CLAIM IS FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

Creditor's Name THE PEOPLES BANK & TRUST CO.  
 Address 310 BROAD STREET  
SELMA, ALABAMA 36703  
 By: (Signature) Susie Burnside (Type Full Name of Creditor)  
 (Signature of individual, Attorney, Agent or Party authorized to make proof of claim.)  
 If entity OTHER than the creditor is to receive notices and distribute COMPLETE BELOW:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 (City) (State) (Zip)

USE CAR PURCH	002712662111	MR JERRY L DEES JR
REBATE INT	6.910.12	CONTRACT DATE 04/23/93
REBATE INS	657.35	ADVANCE DATE 04/23/93
INS DUE		MATURITY DATE 06/23/98
ESCROW AMT		NON-ACCR DATE 00/00/00
LATE FEES	246.01	LAST TRAN DATE 04/02/96
LOAN FEES	.00	LST MAINT DATE 00/00/00
PREPYMT PEN	.00	LAST PRIN TRAN 03/12/96
PAYOFF 1	6.498.78	RIGHT TO CURE 00/00/00
PAYOFF 2	6.547.47	ACCR THRU DATE 04/03/96
PAST DUE	246.79	PAYOFF CHANGE 04/23/96
NEXT DUE	246.79	FYMTS PAID TO 02/23/96
LAST PYMT	500.00	NEXT FYMT DATE 03/23/96
PARTIAL PD	.00	LAST FYMT DATE 03/12/96
SUBDZ PYMT	.00	ACCRUAL BASE 365/365
LOAN AMT	14.807.40	APR 12.00000
NON-ACCR	.00	BRANCH 0027
MIN EARN	1.00	CLASS 6B
REBATE RES	117.57	COLL CODE 19
AMT FINCD	11.094.63	DIRECT/INDIR INDIRECT
PER DIEM	1.63129	INTEREST RATE 12.00000
PLDILO		

PL DISPLAY LOAN

BANK 0046

INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR

ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	04/23/93	04/29/93	AC60	18.25	LOAN COST INCREASE
2	04/23/93	04/23/93	TC51	11.094.63	ADVANCE
3	05/24/93	05/24/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
4	06/21/93	06/21/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
5	08/02/93	08/02/93	AC58	12.33	LATE FEE ASSESSED INCREASE
6	08/11/93	08/11/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
7	09/02/93	09/02/93	AC58	12.33	LATE FEE ASSESSED INCREASE
8	09/13/93	09/13/93	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
9	10/04/93	10/04/93	AC58	12.33	LATE FEE ASSESSED INCREASE
10	10/11/93	10/11/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
11	11/01/93	11/01/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
12	12/03/93	12/03/93	AC58	12.33	LATE FEE ASSESSED INCREASE
13	12/13/93	12/13/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
14	01/03/94	01/03/94	AC58	12.33	LATE FEE ASSESSED INCREASE
15	01/24/94	01/24/94	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
16	02/02/94	02/02/94	AC58	12.33	LATE FEE ASSESSED INCREASE
17	03/02/94	03/02/94	TC15	105.50	LOAN EXTENSION

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY ( 010180 )

PLDILO

PL DISPLAY LOAN

BANK 004

( FWD )

INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR

ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	03/07/94	03/07/94	AC58	12.33	LATE FEE ASSESSED INCREASE
2	04/04/94	04/04/94	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
3	04/04/94	04/04/94	AC58	12.33	LATE FEE ASSESSED INCREASE
4	04/06/94	04/06/94	TC15	105.50	LOAN EXTENSION
5	05/02/94	05/02/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
6	06/02/94	06/02/94	AC58	12.33	LATE FEE ASSESSED INCREASE
7	06/13/94	06/13/94	TC11	259.12	SCHEDULED PAYMENT - AUTO SPLIT
8	07/05/94	07/05/94	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
9	08/02/94	08/02/94	AC58	12.33	LATE FEE ASSESSED INCREASE

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY  
PL DISPLAY LOAN

( 010180 )

BANK 0048

( FWD )

INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR

## ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	12/16/94	12/16/94	TC11	259.12	SCHEDULED PAYMENT - AUTO SPLIT
2	01/03/95	01/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
3	01/06/95	01/06/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
4	02/02/95	02/02/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
5	03/03/95	03/03/95	TC11	246.28	SCHEDULED PAYMENT - AUTO SPLIT
6	04/03/95	04/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
7	04/12/95	04/12/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
8	05/03/95	05/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
9	05/08/95	05/08/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
10	06/02/95	06/02/95	AC58	12.33	LATE FEE ASSESSED INCREASE
11	06/12/95	06/12/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
12	07/03/95	07/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
13	08/02/95	08/02/95	AC58	12.33	LATE FEE ASSESSED INCREASE
14	08/09/95	08/09/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
15	09/05/95	09/05/95	AC58	12.33	LATE FEE ASSESSED INCREASE
16	09/06/95	09/06/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
17	10/03/95	10/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

( 010180 )

PLDILO

PL DISPLAY LOAN

BANK 004

( LST )

INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR

## ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	10/11/95	10/11/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
2	11/02/95	11/02/95	AC58	12.33	LATE FEE ASSESSED INCREASE
3	11/06/95	11/06/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
4	12/01/95	12/01/95	TC11	259.12	SCHEDULED PAYMENT - AUTO SPLIT
5	12/04/95	12/04/95	AC58	11.08	LATE FEE ASSESSED INCREASE
6	01/02/96	01/02/96	AC58	12.33	LATE FEE ASSESSED INCREASE
7	01/08/96	01/08/96	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
8	02/02/96	02/02/96	AC58	12.33	LATE FEE ASSESSED INCREASE
9	02/12/96	02/12/96	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
10	03/01/96	02/29/96			BALANCE CHECK POINT RECORD
11	03/04/96	03/04/96	AC58	12.33	LATE FEE ASSESSED INCREASE
12	03/12/96	03/12/96	TC11	500.00	SCHEDULED PAYMENT - AUTO SPLIT
13	04/01/96	03/29/96			BALANCE CHECK POINT RECORD
14	04/02/96	04/02/96	AC58	12.33	LATE FEE ASSESSED INCREASE

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

( 010180 )

Date 23 APR 1993

SALE: You agree to purchase the property described above. You agree to pay us the total of payments of **FOURTEEN** Dollars (\$ 14807.40 ) as specified below.

(a) ☒ In 59 installments of \$ 246.79 each, beginning on the date of this contract and continuing until 23 APR 1993.

(b) ☐ As a lump sum of \$ 14807.40 on the date of this contract.

**INTEREST CHARGE:** The interest charge on this contract is 12.00 percent per annum. The interest charge will be computed on the unpaid balance of the contract and will be added to the contract balance. The interest charge will be paid in installments with the principal payments.

**PREPAYMENT:** You may prepay this contract at any time without penalty. If you do, the amount of the prepayment will be applied to the principal balance of the contract. The amount of the prepayment will be credited to the principal balance of the contract. The amount of the prepayment will be credited to the principal balance of the contract. The amount of the prepayment will be credited to the principal balance of the contract.

**SECURITY:** You agree to purchase money security in the form of a lien on the property being purchased. The lien will be in the name of the lender. The lien will be in the name of the lender. The lien will be in the name of the lender.

MAKE	YEAR	MODEL	BODY TYPE	LICENSE NO	YEAR	IDENTIFICATION NO
NISSAN	92	SENTRA	40			3H1E31PMU501753

Other Description: NISSAN SENTRA 40

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit you will receive.	The amount you will pay for all scheduled payments.	The total cost of your purchase on credit, including your down payment.
<u>12.00 %</u>	<u>\$ 3712.97</u>	<u>\$ 11094.63</u>	<u>14807.40</u>	<u>15682.27</u>
Your Payment Schedule: <u>60</u> payments of <u>\$ 246.79</u> MONTHLY BEGINNING <u>23 MAY 1993</u>				
<p>Security: You are giving a security interest in the goods being purchased.</p> <p><input checked="" type="checkbox"/> Late Charge: If checked, you will be charged a late charge of 5% of the amount of a payment which is 10 or more days late, but not less than \$ .50 and not more than \$100.00.</p> <p>Prepayment: If you pay off this contract early, you <input checked="" type="checkbox"/> may <input type="checkbox"/> will not be entitled to a refund of part of the Finance Charge.</p> <p>Filing fees \$ <u>15.50</u> Non-filing insurance \$ <u>N.A.</u> If the letter "e" is used, it means an estimate. You can see your contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.</p>				

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	<u>N.A.</u>	
Credit Disability	<u>N.A.</u>	<u>60</u>
Joint Credit Life	<u>N.A.</u>	

You ☒ do ☐ do not want credit life insurance.

You ☒ do ☐ do not want credit disability insurance.

You ☒ do ☐ do not want joint credit life insurance.

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**PROPERTY INSURANCE:** You may furnish property insurance through an existing policy or from any insurer provided that the insurance and insurer is acceptable to us. If you get the insurance, you must pay for it.

The property insurance premium is calculated as follows:

☐ Fire-Theft and Combined Add'l. Coverage \$ N.A.

☐ \$ N.A. Deductible Comprehensive Cov. \$ N.A.

☐ \$ N.A. Deductible Collision Coverage \$ N.A.

☐ \$ N.A.

The above insurance does not include liability insurance coverage for bodily injury and property damage unless such insurance is specifically described above.

**ASSIGNMENT:** Seller assigns this contract on 23 APR, 19 93 to THE PEOPLES BANK AND TRUST COMPANY in accordance with the terms of the assignment agreement.

BEALMA, ALABAMA 36601

NISSAN SENTRA 40

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# ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (excluding Sales Tax) 11900.00

2. Down Payment Computation

Description of Trade-In

93 NISSAN PATHFINDER

(a) Gross Trade-In Allowance \$ 18500.00

(b) Pay-Off (if any) \$ 17625.13

(c) Net Trade-In (a minus b) \$ 874.87

(d) Cash Down Payment \$ 0.00

(e) Total Down Payment (c plus d) \$ 874.87

3. Unpaid Balance of Cash Price (1 minus 2(e)) \$ 11025.13

4. Other Charges

(a) To Insurance Companies \$ N.A.

(b) To Public Officials \$ 54.50

(c) HERITAGE SERV AGREE \$ N.A.

(d) TAX, DOC, & NOTARY FEES \$ 15.00

5. Subtotal (3 plus 4(a) through 4(d)) \$ 11094.63

6. Prepaid Finance Charges \$ N.A.

7. Amount Financed (5 minus 6) \$ 11094.63

**NOTICE TO BUYER:** (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract you sign. (3) Under the law you have the right, among others, to pay in advance the full amount due, and to obtain under certain conditions a partial refund of the finance charge.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT.**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

1. Signed [Signature] Buyer

2. Signed [Signature] Buyer

3. Signed [Signature] Buyer

4. Signed [Signature] Buyer

5. Signed [Signature] Buyer

6. Signed [Signature] Buyer

7. Signed [Signature] Buyer

8. Signed [Signature] Buyer

9. Signed [Signature] Buyer

10. Signed [Signature] Buyer

11. Signed [Signature] Buyer

12. Signed [Signature] Buyer

13. Signed [Signature] Buyer

14. Signed [Signature] Buyer

15. Signed [Signature] Buyer

16. Signed [Signature] Buyer

17. Signed [Signature] Buyer

**WARRANTY** - You waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest. This means you give up the right to require us to demand payments of the amount due or to give notice that amounts due have not been paid.

#### FTC NOTICES

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**GUARANTEE** - You guarantee the payment of this contract. You also agree that all terms of the contract will apply to you.

NAME \_\_\_\_\_

X \_\_\_\_\_

#### THIRD PARTY AGREEMENT

By signing within this enclosure, you agree to give us a security interest in and lien on the property that is described on the front side. You agree to be bound by the terms of this contract and security agreement but, regardless of any provision to the contrary contained herein, not to be liable for any payment it requires. You agree that we may, without releasing you or the property from this Third Party Agreement and without notice or demand upon you, renew, extend or change any term of this contract and security agreement, or take or release other security (including guarantees) for the obligations of any Buyer.

You waive (to the extent permitted by law):

- (a) all notices and demands;
- (b) any right to require that we foreclose on any particular security, sue any Buyer or any other person or pursue any other remedy we may have;
- (c) any defense or claim against us arising out of the disability or non-liability of any Buyer for any reason other than full payment;
- (d) all defenses or claims to the extent permitted by law; and
- (e) any defense or claim against us arising out of our election to foreclose on the property, by judicial or nonjudicial sale, or our election to exercise any other right or remedy we may have, even though that election extinguishes your right to reimbursement from the Buyer.

You acknowledge receipt of a completed copy of this contract and security agreement.

Date: \_\_\_\_\_

X \_\_\_\_\_

Name: \_\_\_\_\_

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**STATE OF ALABAMA**  
**DEPARTMENT OF REVENUE**

**CERTIFICATE OF TITLE FOR A VEHICLE**

4654

TITLE NO.  
15174925

VEHICLE IDENTIFICATION NUMBER  
JN1EB31PXNU501753

TRANS CODE  
01

DATE ISSUED  
06/02/93

YR. MODEL  
92

MAKE  
NISSA

MODEL  
SENTRA

BODY TYPE  
4D

CYL. RCH. USED. DEMO  
04 XX

PURCHASE DATE  
04/23/93

NO. LENS  
1

COLOR  
RED

ODOMETER  
0017112

NAME (S) AND MAILING ADDRESS OF OWNER  
DEES JERRY L JR

P O BOX 63  
PLANTERSVILLE AL 36758

PEOPLES BANK  
PO BOX 799  
SELMA

AL 36702-0799

RESIDENT ADDRESS IF DIFFERENT

LEGEND (B) ODOMETER READING IS THE ACTUAL MILEAGE

The holder of Lien on the property described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

1ST LIENHOLDERS NAME ADDRESS AND LIEN DATE  
PEOPLES BANK  
P O BOX 799  
SELMA AL 36701  
04/23/93

By Signature of Authorized Agent

Date

2ND LIENHOLDERS NAME ADDRESS AND LIEN DATE

By Signature of Authorized Agent

COMMISSIONER OF REVENUE

CONTROL NUMBER  
14563511

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

AMERICAN BANK NOTE COMPANY

Katherine Y. Dees  
0567 U. S. Hwy. 82  
Maplesville, AL 36750

Katherine Y. Dees  
10567 U. S. Hwy. 82  
Maplesville, AL 36750

Katherine Y. Dees  
10567 U. S. Hwy. 82  
Maplesville, AL 36750

Mr. William P. Boggs  
Boggs and Hill  
P.O. Box 597  
Clanton, AL 35046

Mr. William P. Boggs  
Boggs and Hill  
P.O. Box 597  
Clanton, AL 35046

Mr. William P. Boggs  
Boggs and Hill  
P.O. Box 597  
Clanton, AL 35046

American General Finance  
726 E. Main St.  
Prattville, AL 36067

J.C. Penney  
P.O. Box 30130  
Tampa, FL 33630

State of Alabama  
Income Tax Division

Bank America  
P.O. Box 11458  
Pensacola, FL 32524

Marvin's Bldg.  
P.O. Box 997  
Pelham, AL 35124

Internal Revenue Service  
801 Tom Martin Dr., Rm. 125  
Birmingham, AL 35211

Bank One  
P.O. Box 182037  
Columbus, OH 43218-2037

Norwest Financial  
1217 7th St. S.  
Clanton, AL 35045

U. S. Attorney  
P.O. Box 197  
Montgomery, AL 36102  
Attn: Pat Conover

Wartley H. Giles  
Route 2 Box 84  
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**Jerry Dees v. HMMA and HMA**  
**2:07-cv-00306-MHT-CSC**

**EXHIBIT D**

**Defendants' Responses to Plaintiff's  
Objections to Defendants' Exhibit List**

**DOCUMENT HOLD ORDER**

**TO:** John Applegate, Mike Zanchettin, Rob John, Audie Swegman, Jim Brookshire, Wendy Warner, Scott Gordy, Stacey Jones, Rob Clevenger, Greg Prater, Kevin Hughes, William Ware, Hollie Selfridge

**FROM:** Rick Neal, General Counsel 

**DATE:** April 25, 2007

**RE:** Jerry Leon Dees, Jr. v. HMMA, et al. – Requirement to Preserve Documents

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**THE CONTENTS OF THIS DOCUMENT ARE HIGHLY SENSITIVE AND STRICTLY CONFIDENTIAL. THE CONTENTS SHALL NOT BE DISCLOSED BY ANY OF THE RECIPIENTS OF THIS MEMORANDUM TO ANYONE UNLESS THE LEGAL DEPARTMENT PROVIDES EXPRESS WRITTEN AUTHORIZATION TO DO SO.**

**IN ADDITION, THE CONTENTS OF THIS DOCUMENT ARE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE AND THE WORK PRODUCT DOCTRINE BECAUSE THEY WERE PREPARED BY HMMA'S LEGAL DEPARTMENT IN ANTICIPATION OF LITIGATION.**

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HMMA has been served with a lawsuit filed by Jerry Leon Dees, Jr., a former Stamping Maintenance Team Member. The lawsuit arises from HMMA's involuntary termination of Mr. Dees's employment on February 26, 2007, for misconduct. Your assistance is required with respect to locating and preserving all relevant records and items relating to or referring to Jerry Leon Dees, Jr. or his employment or his termination, in whatever form they exist (paper or electronic), in any language.

Please note that all electronic media, including active, deleted, and archived data, is subject to the same preservation and discovery obligations that apply to paper documents and that electronic data must be preserved in computerized form even if the same information exists in paper form. Further, the duty to preserve electronic data applies not only to HMMA network and desktop computer systems, but also to laptops, home computers, fax machines, PDA's, Blackberries, cellular telephones and pagers used by HMMA team members and agents possessing relevant information. Failure to preserve or produce (when required) all relevant paper and electronic information could result in serious court sanctions against HMMA, including monetary penalties and intrusive court orders allowing an opponent's counsel and/or experts direct access to HMMA's files, computers and network systems.

Preservation responsibilities include taking all reasonable steps to prevent the partial or full destruction, alteration, testing, deletion, shredding, incineration, wiping, relocation, migration, theft, corruption, or mutation of relevant material, as well as negligent or intentional handling that would make material incomplete or inaccessible. Any business or records retention practices that involve the routine destruction, recycling, relocation, or mutation of relevant materials should immediately be suspended until further notice from me. This includes automated systems that routinely delete E-mails at periodic intervals. **THE DISCLOSURE OF THE CONTENTS OF THIS DOCUMENT OR THE INTENTIONAL DESTRUCTION OF RELEVANT DOCUMENTS, INCLUDING DELETION OF E-MAIL TRANSMISSIONS, AND ANY OTHER FAILURE TO COMPLY WITH THE DOCUMENT PRESERVATION DIRECTIVES OUTLINED IN THIS DOCUMENT HOLD ORDER WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.** If you have any questions, please do not hesitate to contact me by telephone at 387-8043 or by e-mail at [rickneal@hmmausa.com](mailto:rickneal@hmmausa.com)

Thank you for your cooperation

